



**LOS ANGELES COUNTY
DEPARTMENT OF HEALTH SERVICES**

REQUEST FOR SERVICES (RFS)

FOR

REVENUE RECOVERY SERVICES

RFS No. FRASMA 003-RRS

June 2020

**Prepared By
Department of Health Services
Contracts and Grants Division**

**REQUEST FOR SERVICES
REVENUE RECOVERY SERVICES**

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**REQUEST FOR SERVICES (RFS)
REVENUE RECOVERY SERVICES**

County Department: Department of Health Services (“DHS” or “Department”)

RFS Number: FRASMA 003-RRS

1.0 REQUEST FOR SERVICES TIMELINE

<u>MILESTONE</u>	<u>DATE</u>
RFS Release:	June 26, 2020
Vendors’ Written Questions Due:	July 2, 2020 by 1:00 p.m. Pacific Time (PT)
Solicitations Requirements Review:	July 2, 2020 by 1:00 p.m. PT
Release Responses to Questions:	on or about July 9, 2020
Response Due Date and Time:	July 15, 2020 by 1:00 p.m. PT

2.0 PURPOSE OF REQUEST FOR SERVICES

Through this RFS solicitation, DHS is soliciting for Revenue Recovery Services (RRS) and intends to award and execute the resultant Work Order, Attachment H, Sample Work Order with a qualified Vendor that can provide the services described herein and in more detail on Attachment A - Statement of Work (SOW), for DHS facilities.

Vendors who have previously been awarded a Financial and Revenue Ancillary Services Master Agreement (FRASMA) may respond to this RFS.

A Vendor wishing to respond to this RFS that has not previously been awarded a FRASMA must concurrently respond to the accompanying Financial and Revenue Ancillary Services Request for Qualifications (RFQ) solicitation and this RFS. Both the RFQ and RFS are available on the DHS Contracts and Grants Portal at <http://cg.dhs.lacounty.gov/>.

3.0 SCOPE OF REQUESTED SERVICES

3.1 Overview

DHS utilizes Revenue Recovery Services (RRS) as part of its efforts to collect fees and costs for the healthcare services it provides to its patients. The selected Vendor will be required to provide RRS for any of the current County Facilities listed in Attachment A – Statement of Work (SOW), Attachment 1 - Department of Health Services Facility Locations, as well as any additional County Facilities which may require RRS at a future date. Contractor shall provide RRS for accounts (i.e. inpatient, outpatient, etc.) referred to Contractor by County Facilities after the County's own efforts and the efforts of its secondary and tertiary third party recovery contractors have been exhausted ("last-in-line recovery services").

The full scope of work the Vendor shall be required to perform is detailed in Attachment A – SOW.

Below is a brief summary of the major work components the Vendor shall be required to perform.

Vendor shall timely comply all of the requirements pursuant to RFS Attachment A – SOW, within forty-five (45) days from Work Order's Effective Date.

In the event Vendor has not timely complied with all of the requirements pursuant RFS Attachment A – SOW within the forty-five (45) days, or in the case of Vendor's anticipatory breach of timely compliance with said requirements, the County may in its best interest, terminate the Work Order, and enter into negotiations with the next highest ranked Proposer for the purpose of awarding a new Work Order. Vendor shall not begin providing any services until Vendor has timely met all requirements pursuant to RFS Attachment A – SOW and receives written approval from County to commence performing the work requirements specified in RFS Attachment A – SOW.

If the Vendor desires to subcontract any performance requirements of the Attachment A – SOW, Vendor shall clearly submit a Request to Utilize A Subcontractor(s) Review concurrently with Vendor's bid responding to this RFS. In addition, Contractor shall submit all items required for the Subcontractor in Paragraph 8.45, SUBCONTRACTING, and 8.29, INSURANCE COVERAGE of the FRASMA. The County reserves the right to request additional documentation before and/or after execution of this Work Order. If complete documentation as required in Paragraph 8.45 and 8.29 of the FRASMA is not received with the bid package, then Vendor shall

not use a subcontractor(s) to perform RRS. The County reserves the right to reject the use of subcontractors if it is in the best interest of the County

3.1.1 Services To Be Provided

Vendor shall provide RRS for the Facilities as determined by the Director of Health Services or authorized designee (hereinafter referred to collectively as "Director"), which shall include but not be limited to the following and further described in Attachment A, SOW, Paragraph 2.0, Services to Be Provided:

3.1.1.1 ADVOCACY SERVICES

- A. Contractor shall assist Facility patients (i.e., DHS patients) in completing the Third Party eligibility application processes, in appealing eligibility application denials, eligibility denials and otherwise identifying any source of payment for services provided.
- B. Contractor shall also provide written justification for not pursuing the Fair Hearing process for referred Medi-Cal denials and a report noting reason for not initiating an application for Self-Pay referrals which have linkage to the Medi-Cal program.
- C. Contractor shall request the necessary information/documentation needed to pursue eligibility determination directly from DHS Utilization Review, Health Information Management (aka Medical Records), Patient Financial Services, etc.
- D. Contractor shall complete timely billings with approved Billing Attachment(s) within applicable billing time limits (e.g. Medi-Cal billing time limit found in the California Code of Regulations, etc.) for Accepted Account(s) for which eligibility is established.
- E. Contractor shall process billings retroactively in compliance with applicable regulations and time limitations.
- F. Contractor shall update the Facility's system(s) with the most current demographic and financial information for each account processed (e.g. Eligibility numbers, Group Numbers, Financial Class, Carrier code, Billed Date, patient address, etc.).

3.1.1.2 ELIGIBILITY VERIFICATION, ADVOCACY, AND TRACKING SUPPORT (EVATS) SERVICES

Contractor shall develop and maintain a database(s) and have experienced eligibility evaluators for the purpose of Eligibility Verification, Advocacy, and Tracking Support (“EVATS”) services, including an eligibility tracking function, to supplement the efforts of the County to help ensure that those persons receiving County health services also receive all the financial support from Federal/State medical assistance programs to which they are entitled.

3.1.1.3 REVENUE RECOVERY SERVICES OF MEDI-CAL AND MEDICARE

- A. Contractor shall provide recovery of Medi-Cal and Medicare reimbursement for eligible patients according to Federal and State regulations and requirements.
- B. Contractor shall review information made accessible by County as described in Attachment A, SOW, Sub-Paragraph 7.1.9 – County Access To Information, including, but not limited to, eligibility files, patient account financial files (electronic and/or manual/paper) and available documentation previously prepared by County, including County patient medical records (for purposes of determining and verifying dates of patient services and other diagnosis, and/or information required for billing).
- C. Contractor shall search the uncompensated care account files, and Medi-Cal and Medicare Remittance files provided by County to identify, to the extent reasonably possible, all services eligible for Medi-Cal or Medicare reimbursement.
- D. Contractor shall make reasonable effort to identify potential recoveries via a manual/visual review and comparison of uncompensated account files to program eligibility files. Contractor shall provide a list of patients and services (in a form specified by the County) for matched records to the Director for review and approval. Contractor shall only pursue those accounts approved by the Director.

- E. Contractor shall, within Federal and State regulations and requirements, and upon County Facility approval, complete and submit valid Medi-Cal and Medicare claims with all required supporting documentation associated with electronic and/or manual submission to the fiscal intermediary for County patients and services rendered by, or on behalf of, County, in connection with the self-pay and non-self-pay accounts as defined in Paragraph 2.3, Scope of Work of Attachment A – SOW.
- F. Contractor shall use reasonable care to submit all claims, for accounts referred by Facilities, to the State and federal fiscal intermediaries within the applicable Federal and State billing time requirements.
- G. Contractor shall be responsible for obtaining all required documentation to prepare and submit claims and correct and resubmit denied claims to the fiscal intermediary. Contractor shall provide comprehensive follow-up on denied claims and determine the cause of the denial, correct the deficiency, and resubmit the claim for payment unless, and until Contractor deems the account to be uncollectible.
- H. Contractor shall perform and adhere to claiming protocols specified by Director regarding processing of eligibility files, Medi-Cal claims, supporting documentation, etc. Contractor shall, for any claims prepared and/or submitted, retain and provide appropriate explanation, documentation, and correspondence relative to accounts and/or claims that are selected for audit.

3.1.1.4 HEALTH CARE PLAN BILLING SERVICES (HCPBS)

- A. At Director's request and upon Contractor's concurrence, Contractor shall provide HCPBS, including related consulting services, to process inpatient and outpatient accounts for DHS Facilities as mutually agreed to by County and Contractor, to assist County in improving collections from Health Care Plans (i.e. Medi-Cal and Medicare HMO, HCP, Medi-Cal Linked, etc.). HCPBS can either be: (1) based on County and Contractor mutually agreeing to established protocols for billing accounts identified as having healthcare coverage or (2) by referral of accounts by Director to contractor.

- B. Contractor shall provide comprehensive health care plan billing and follow-up services for eligible patients for Referred Accounts, including denial reprocessing, using automated systems where available and appropriate or as requested by Director.
- C. Contractor shall readily accept County's patient financial, admission, eligibility, and other data in various formats as determined by Director.
- D. Contractor shall develop valid third-party claims in accordance to applicable healthcare plan or County contracted healthcare plan agreements billing requirements that are payable by the applicable health care plan in electronic format where available and appropriate.

3.1.1.5 COMMERCIAL INSURANCE BILLING SERVICES (CIBS)

- A. At Director's request and upon Contractor's concurrence, Contractor shall provide CIBS to process inpatient and outpatient accounts for DHS Facilities as mutually agreed to by County and Contractor, to assist County in improving DHS Commercial Insurance collections. CIBS can either be: (1) based on County and Contractor mutually agreeing to established protocols for billing accounts identified as having insurance coverage or (2) by referral of accounts by Director to contractor.
- B. Contractor shall provide comprehensive commercial insurance billing and follow-up services for referred outpatient accounts, including denial reprocessing, using automated systems where available and appropriate or as requested by Director.
- C. Contractor shall readily accept County's patient financial, admission, eligibility, and other data in various formats as determined by Director.
- D. Contractor shall develop valid commercial insurance claims according to applicable commercial insurance billing requirements that are payable by the applicable commercial insurance carrier in electronic format where available and appropriate.

3.1.1.6 BILLING AND RECOVERY SERVICES FOR OTHER GOVERNMENTAL PAYERS

- A. At Director's request and upon Contractor's concurrence, Contractor shall provide billing and recovery services for other government payers (i.e. Genetically Handicapped Person Program (GHPP), Child Health and Disability Prevention (CHDP), Family Planning, Access, Care, and Treatment Program (FPACT), Children Medical Services Program (CMSP), Cancer Detection Program, etc.), to process inpatient and outpatient accounts for DHS Facilities as mutually agreed to by County and Contractor, to assist County in improving DHS third party collections. The services can either be: (1) based on County and Contractor mutually agreeing to established protocols for billing accounts identified as having healthcare coverage or (2) by referral of accounts by Director to contractor.
- B. Contractor shall provide comprehensive third party billing and follow-up services for Referred Accounts, including denial reprocessing, using automated systems where available and appropriate or as requested by Director.
- C. Contractor shall readily accept County's patient financial, admission, eligibility, and other data in various formats as determined by Director.
- D. Contractor shall develop and submit completed claims that are payable by the applicable third party payer in electronic format where available and appropriate.

3.1.1.7 MEDICARE DISPROPORTIONATE SHARE RECOVERY SERVICES (DSRS)

- A. At the Director's discretion and with Contractor's concurrence, provide DSRS to increase County's Medicare Disproportionate Hospital (DSH) reimbursement, in compliance with Medicare regulations. To maximize County's Medicare DSH reimbursement, Contractor shall develop an integrated database to identify additional eligibility inpatient days, prepare necessary documentation, and secure acceptance from the Medicare fiscal intermediary for

Medicare DSH claiming. Further, Contractor shall produce reports and compile detailed listing and claims for filing with Medicare, as required or as requested by Director with concurrence of Contractor to provide claiming for eligible inpatient days.

- B. DSRS shall be provided by Contractor for all inpatient hospital Facilities, except as otherwise determined by the Director.
- C. Contractor shall process all accounts as permissible, as far retroactively as reasonably possible and approved by Director, under applicable Federal and State regulations and requirements. Facilities will provide Contractor a single copy of each case/account, in paper or electronic file format, concurrent with other County contractors. Contractor, as a RRS vendor and recognizing that multiple contractors may be working the same accounts simultaneously, agrees and accepts that accounts are subject to elimination as pursuable by Contractor due to the County's and other contractors' efforts.

4.0 MINIMUM REQUIREMENTS

Interested Vendors that can demonstrate their ability to provide the services in this RFS, Section 3.0 - Scope of Requested Services, are encouraged to respond to this solicitation provided they meet the following minimum requirements:

- 4.1 Vendor must currently have an executed FRASMA with the County.

OR

- 4.2 If Vendor does not currently have an executed FRASMA, Vendor must submit a Response to this RFS and must also concurrently submit a Response to DHS' RFQ for FRASMA by the Response due date and time in RFS Section 1.0 - Request for Services Timeline. The RFQ can be found at: <http://cg.dhs.lacounty.gov/>.
- 4.3 In addition to meeting the minimum requirements in RFS Section 4.1 or 4.2, Vendor must also meet all of the following minimum requirements:
 - 4.3.1 Submit a Response to the RFS by the Response Due date and time in RFS Section 1.0 - Request for Services Timeline.

- 4.3.2 Have three (3) years of experience, within the last five (5) years providing revenue recovery billing services for a public hospital system.
- 4.3.3 Provide two (2) references on Attachment D – Project References for which Vendor has or is currently performing Revenue Recovery Services.
- 4.3.4 Vendor cannot be a current primary, or a current secondary third-party recovery services contractor with Los Angeles County Department of Health Services.
- 4.3.5 Vendor must have the capacity to receive, transfer, and share data between health providers utilizing Health Level 7 (HL7) interface.
- 4.3.6 Vendor must have the capacity to process a minimum of 20,000 revenue recovery accounts annually.
- 4.3.7 **(This requirement only applies to Vendors that have had a County contract reviewed by the Department of the Auditor-Controller within the last 10 years).** Vendor does not have unresolved questioned costs identified by the Department of the Auditor-Controller, in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County Department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

5.0 WORK ORDER TERM

- 5.1 **The term of the Work Order is five (5) years beginning from the date of Work Order's Effective Date, unless sooner terminated or extended, in whole or in part, as provided by the FRASMA.**
- 5.2 The County shall have the sole option to extend the Work Order term for up to five (5) additional years. Such extension option will be, unless sooner extended or terminated in whole or in part, exercised in increments to be determined at the sole discretion of the Director or designee, as authorized by the Board in accordance with FRASMA Sub-paragraph 8.1 - Amendments.
- 5.3 A sample Work Order can be found in Attachment H, Sample Work Order.

6.0 SPECIFIC PROVISIONS

The Vendor must comply with all the terms and conditions identified in the FRASMA. In addition, the table below indicates additional provisions and/or Exhibits the Vendor will be required to comply with when providing services identified in the RFS, Attachment A - SOW.

Yes	No	Specific Provisions/Exhibits
	X	Additional Insurance Requirements
X		Compliance with County Encryption Requirements (Attachment C)
X		Information Security and Privacy Requirements (Attachment A, Statement of Work, Attachment 7)

7.0 CONTACT WITH COUNTY PERSONNEL

All communication regarding this Solicitation or any matter relating thereto must be in writing and e-mailed to the following:

FRASMA Administrator
E-mail address: cng-frasma@dhs.lacounty.gov.

8.0 VENDOR'S QUESTIONS

8.1 Vendors may submit written questions regarding this solicitation by the Vendors Written Questions Due date in Section 1.0 of this RFS to the e-mail address identified in RFS Section 7.0 - Contact with County Personnel. All questions submitted will be compiled, without identifying the submitting Vendor and, along with the appropriate answers, will be issued as an addendum to the RFS and made available on the DHS Contracts and Grants Portal at <http://cg.dhs.lacounty.gov/>.

8.2 When submitting questions, identify the solicitation title and number in the subject line. The body of the e-mail should indicate the solicitation section number and page number and quote the language that prompted the question. The County reserves the right to group similar questions when providing answers. Any questions regarding the solicitation process after the initial due date and time may be submitted to the contact listed in Section 7.0 - Contact with County Personnel.

9.0 SOLICITATION REQUIREMENTS REVIEW

Any person or entity may seek a Solicitation Requirements Review by submitting Attachment G - Transmittal to Request a Solicitation Requirements Review to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

- 9.1** The request is made within the time frame identified in the solicitation document;
- 9.2** The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a Response;
- 9.3** The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 9.4** The request asserts that either:
 - a. Application of the minimum requirements, review criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendors.

Requests for a Solicitation Requirements Review not satisfying all of these criteria may, in the Department's sole discretion, be denied. The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the Response Due date in RFS Section 1.0 – Request for Services Timeline.

10.0 SUBMISSION INSTRUCTIONS

The Vendor shall email one (1) Response to the e-mail address listed in Section 7.0 - Contact with County Personnel, by the Response Due Date and Time indicated on page 1 of this solicitation. It is the sole responsibility of the submitting Vendor to ensure that its solicitation Response is received before the Response Due Date and Time.

11.0 TRUTH AND ACCURACY OF REPRESENTATIONS

False, misleading, incomplete, or deceptively unresponsive statements in connection with any Response shall be sufficient cause for rejection of the Vendor's Response. The review and determination in this area shall be at the sole judgment of the Director and his/her judgment shall be final. A Vendor who is disqualified pursuant to this RFS Section 11.0 may be debarred from working with the County.

12.0 VENDOR'S RESPONSE

The RFS Response shall be submitted in PDF format, and shall contain the following content and be prepared in the following sequence:

- Cover Letter
- Table of Contents
- Vendor's Business Narrative of Minimum Requirements and Affidavit (Section A)
- Compliance with Encryption Requirement (Section B)
- Vendor's References (Section C)
- Vendor's Approach and Methodology (Section D)
- Vendor's Cost Proposal (Section E)

12.1 Cover Letter

Cover Letter on Vendor's letterhead. The letter shall be a maximum of **one (1) page** in length and must include:

- RFS title and number, indicated above RFS Section 1.0 – Request for Services Timeline;
- Vendor's name and address; and
- Name, address, telephone number, and e-mail address of the person(s) authorized to make representations for the Vendor.

12.2 Table of Contents

The Table of Contents must be a comprehensive listing of materials included in the RFS. This section must include a clear definition of the material identified by sequential page numbers and by section reference numbers.

12.3 Vendor's Business Narrative of Minimum Requirements and Affidavit (Section A)

12.3.1 Provide a narrative of your firm or corporation, not to exceed two (2) pages, that demonstrates how your firm or corporation meets the minimum requirements in RFS, Section 4.0 - Minimum Requirements, including a description of relevant or similar project(s) and background information, with project(s) dates and locations.

12.3.2 Vendor must also complete and submit Attachment B - Vendor's Minimum Requirements Affidavit attesting firm or corporation meets the minimum requirements identified in RFS, Section 4.0 - Minimum Requirements.

12.4 Vendor's Compliance with Encryption Requirements (Section B)

Complete Attachment C – Vendor’s Compliance with Encryption Requirements as required in the Board Policy No. 5.200 – Contractor’s Protection of Electronic County Information.

12.5 Vendor’s References (Section C)

Provide two (2) references that can substantiate Vendor’s performance of services similar to those services in Attachment A – SOW. as required in RFS, Section 4.0, Minimum Requirement, Sub-section 4.3.3 by completing Attachment D – Project Reference.

It is the Vendors’ sole responsibility to ensure that the reference contact name, phone number, and e-mail address is accurate and that all fields identified on Attachment D - Project Reference are completed.

12.6 Vendor’s Approach and Methodology (Section D)

Provide a detailed description, not to exceed two (2) pages, of Vendor’s approach and methodology to provide the required services as described in the following Sections of Attachment A, SOW:

- 2.1 Advocacy;
- 2.2 Eligibility Verification, Advocacy, And Tracking Support (EVATS);
- 2.3 Revenue Recovery Services for Medi-Cal and Medicare;
- 2.4 Health Care Plans Billing Services (HCPBS) (i.e. Medi-Cal and Medicare HMO);
- 2.5 Commercial Insurance;
- 2.6 Billing services for other government payers; and
- 2.7 Identification of Medicare Disproportionate Share Recovery Services (DSRS));

Ensure response includes a project plan with timelines, a detailed explanation for accomplishing the specific work and deliverables, and a description of any software or information technology systems you plan to use.

The response should include sufficient detail to enable the County to:

- 1. Determine if the Vendor has a good understanding of the project scope and deliverables; and
- 2. Assess the appropriateness of the proposed strategies, procedures and techniques to be used.

Reference to or repetition of the requirements from this RFS does not constitute a “good understanding.” Complete, yet concise, supplementary strategies, procedures, methods, explanations, and descriptions are also required to make possible the County’s review as to the Vendor’s understanding.

12.7 Vendor’s Cost Proposal (Section E)

12.7.1 Complete and submit Attachment E – Price Sheet, to support your proposed cost for providing the required services as described Section 3.0, Scope of Requested Services and in Attachment A, SOW.

12.7.2 County Preference Programs

The County has revised its Preference Programs: Local Small Business Enterprise Preference Program, Social Enterprise Preference Program, and Disabled Veterans Business Enterprise Preference Program. Should one or more Vendor request and be granted a Preference, the cost component will be determined as follows:

Fifteen percent (15%) of the lowest Total Cost proposed will be calculated, not to exceed \$150,000, and that amount will be deducted from the Total Cost submitted by all Vendors who requested and were granted a Preference.

In no case shall any Preference be combined to exceed fifteen percent (15%) of the lowest Total Bid.

For further information and/or certification for any Preference Program, please contact the Department of Consumer and Business Affairs at <http://dcba.lacounty.gov>.

If you are requesting a Preference Program Consideration, please complete and submit Attachment F - Request for Preference Program Consideration, along with your Bid.

13.0 COUNTY’S REVIEW AND SELECTION PROCESS

The County reserves the sole right to exercise its judgment concerning the selection and review of the contents of the Responses submitted pursuant to this RFS and to determine which Vendor best serves the interest of the County.

As a result of this RFS, the County may:

1. Request further information, documents, presentations, and/or conference call or in-person interviews substantiating Vendors' qualifications, experience, and readiness to provide the services described in the RFS;
2. Enter into contract negotiations based on Vendor's submission; and/or
3. Take no further action at this time on this matter.

13.1 Response Selection Process

The selection process will begin with receipt of the Response. Review of the Responses will be conducted in two phases. Phase One will be conducted by the DHS Contracts and Grants Division, and Phase Two will be conducted by a Review Committee selected by DHS. The Review Committee will conduct a comparative review of all Responses based on the criteria listed below and select the top-ranked Vendor. If a satisfactory Contract cannot be negotiated with the top-ranked Vendor or if County has to subsequently terminate the resultant Awarded Work Order the County may, at its sole discretion, enter into contract negotiations with the next highest-ranked qualified Vendor who submitted a response, as determined by the County.

13.1.1 Phase One – (Pass/Fail)

13.1.1.1 Minimum Requirements Review (Section A)

In Phase One, a pass/fail review will be conducted of the Vendors' Responses in Attachment B – Vendor's Minimum Requirements Affidavit and Narrative to determine if the respective Vendor meets the Minimum Requirements identified in Section 4.0 of this RFS. If a Vendor fails to demonstrate that it meets the Minimum Requirements, at the County's sole discretion, this may result in the Vendor's Response being disqualified without further review and consideration.

13.1.1.2 Vendor's Compliance with Encryption Requirements (Section B)

A review will be conducted of the Vendor's Compliance with Encryption Requirements, Attachment C. If a Vendor fails to certify that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information, this may

result in the Vendor's Response being disqualified without further review and consideration.

13.1.1.3 Vendor's References (Section C)

A review will be conducted of the Vendor's reference submitted in Attachment D – Project Reference, to confirm Vendor performed services similar to those in the RFS Attachment A, SOW in a satisfactory manner.

County may disqualify a Vendor if:

- Reference fails to substantiate that the Vendor, as an entity, provided the services; or
- Reference fails to substantiate the Vendor's description of the services provided; or
- Reference fails to support that the Vendor has a continuing pattern of providing capable, productive and skilled personnel; or
- DHS is unable to reach the point of contact with reasonable effort. It is the Vendor's responsibility to inform the references' point of contact of County's normal working hours- Monday through Friday, 8 a.m. – 5 p.m. Pacific Time.

13.1.2 Phase Two – Review of Response's Written Material and Selection

A Review Committee will review the following items in your written Response to the RFS to determine:

- a. If the Vendor has a good understanding of the project scope and deliverables; and
- b. To assess the appropriateness of the proposed strategies, procedures and techniques to be used.

13.1.2.1 Review of Vendor's Approach and Methodology (Section D)

The detailed descriptions of your approach and methodology in Section D of your Response to the RFS will be reviewed to determine the appropriateness of your

firm's or corporation's ability to provide the required services in respective Sections in Attachment A, SOW.

13.1.2.2 Review of Vendor's Price Sheet (Section E)

The Price Sheet, Attachment E in Section E of your submission to the RFS will be reviewed to determine the appropriateness of your firm's or corporation's proposed cost for providing the required services in Attachment A, SOW.

13.2 Disqualification Review

A Response may be disqualified from consideration because DHS determined it was non-responsive at any time during the review/selection process. If the DHS determines that a Response is disqualified due to non-responsiveness, DHS shall notify the Vendor in writing.

Upon receipt of the written determination of non-responsiveness, the Vendor may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the DHS's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The request for a Disqualification Review is submitted within the timeframe specified in the disqualification documents; and
2. The request for a Disqualification Review asserts that the DHS disqualification of the Response was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

Requests for a Disqualification Review not satisfying all these criteria may, in the DHS sole discretion, be denied. The Disqualification Review shall be completed and the determination shall be provided to the requesting Vendor, in writing, prior to the conclusion of the selection process.

14.0 APPEAL RIGHTS

14.1 Debriefing Process

- 14.1.1 Upon completion of the review, DHS shall notify the remaining Vendors in writing that DHS has recommended another Vendor for Work Order award. Upon receipt of the letter, any non-selected

Vendor may submit a written request for a Debriefing within the timeframe specified in the letter.

14.1.2 A request for a Debriefing may, in the DHS' sole discretion, be denied if the request is not received within the specified timeframe. The purpose of the Debriefing is to compare the requesting Vendor's Response to the Solicitation document with the review document. The requesting Vendor shall be debriefed only on its Response. Because Work Order negotiations are not yet complete, responses from other Vendors shall not be discussed, although the DHS may inform the requesting Vendor of its relative ranking.

14.1.3 During or following the Debriefing, DHS will instruct the requesting Vendor of the manner and timeframe in which the requesting Vendor must notify the DHS of its intent to request an Appeal (see Section 14.2 below), if the requesting Vendor is not satisfied with the results of the Debriefing.

14.2 Appeal Process

The County will consider any appeal regarding Vendors not recommended for award of a Work Order under this RFS, if such appeal is received in writing by the DHS Contracts and Grants Division within the timeframe specified in the non-selected letter. An appeal may, in DHS' sole discretion be denied if the request does not satisfy all of the following criteria.

14.2.1 The request for an appeal is submitted timely (i.e., by the date and time specified by DHS);

14.2.2 The person or entity appealing asserts, in appropriate detail with factual reasons, one or more of the following grounds for review:

14.2.2.1 DHS materially failed to follow procedures specified in its RFS. This includes:

- A. Failure to correctly apply the standards for reviewing the Response format requirements.
- B. Failure to correctly apply the standards and/or follow the prescribed methods, for reviewing the Responses as specified in the RFS.
- C. Use of review and selection criteria that was different from the criteria disclosed in the RFS.

14.2.2.2 A member of the Review Committee demonstrated bias in the conduct of the review.

14.2.2.3 Another basis for review as provided by State or federal law.

Vendors will be notified by the Director or his/her designee of the decision on any appeal which is received by DHS in a timely manner. Such notification will explain the basis for the decision. The Director's decision on any appeal will be final.

15.0 FINAL WORK ORDER AWARD BY THE BOARD OF SUPERVISORS

Notwithstanding a recommendation of a Department, agency, individual, or other, the County's Board of Supervisors (Board) retains the right to exercise its judgment concerning the selection of a Response and the terms of any resultant Work Order and to determine which Response best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a Work Order. The Board has delegated authority to the Director, or designee, award a Work Order resulting from this RFS.

16.0 NOTICE TO VENDORS REGARDING THE PUBLIC RECORDS ACT

16.1 Responses to this solicitation shall become the exclusive property of the County.

16.2 Exceptions to disclosure are those parts or portions of all Vendors that are justifiably defined as business or trade secrets, and plainly marked by the Vendor as "Trade Secret," "Confidential," or "Proprietary."

16.3 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the Response as confidential shall not be deemed sufficient notice of exception. The Vendors must specifically label only those provisions of their respective Response which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

16.4 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Response marked "confidential," "trade secrets," or "proprietary," Vendor agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred

in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

17.0 COUNTY RIGHTS AND RESPONSIBILITIES

The County has the right to amend, re-issue, or cancel this RFS by written addendum. The County is responsible only for that, which is expressly stated in this solicitation document and any authorized written addenda thereto. Such addendum shall be made available in the DHS Contracts and Grants Portal at <http://cg.dhs.lacounty.gov/>. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Response not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

**REQUEST FOR SERVICES
ATTACHMENT A**

**STATEMENT OF WORK
FOR
REVENUE RECOVERY SERVICES (RRS)**

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STATEMENT OF WORK

REVENUE RECOVERY SERVICES (RRS)

1.0 SCOPE OF WORK

Contractor shall provide Revenue Recovery Services (RRS) to current County Facilities listed in this Statement of Work (SOW), Attachment 1 – Department of Health Services Facility Locations, as well as any additional County Facilities as determined by Director or authorized designee (hereinafter referred to collectively as “Director”) and, at Director’s discretion with concurrence of Contractor, which have not yet been included in SOW, Attachment 1. Contractor shall provide RRS for accounts (i.e. inpatient, outpatient, etc.) referred to Contractor by County Facilities after the County’s own efforts and the efforts of its secondary and tertiary third party recovery contractors have been exhausted (“last-in-line recovery services”). Contractor shall provide core services, as detailed in Paragraph 2.0, Services To Be Provided.

RRS includes, but not limited to the following:

- A. Advocacy;
- B. Eligibility Verification, Advocacy, And Tracking Support (EVATS);
- C. Revenue Recovery Services for Medi-Cal and Medicare;
- D. Health Care Plans Billing Services (HCPBS) (i.e. Medi-Cal and Medicare HMO), Commercial Insurance, other government programs; and
- E. Identification of Medicare Disproportionate Share Recovery Services (DSRS).

Notwithstanding the above, the Director reserves the right to restrict specific accounts or account types from referral to Contractor or to be excluded from third party identification services. The Director will, at his or her sole discretion, provide Contractor all pertinent data related to Referred Accounts. The Director will provide Contractor with available Accounts Receivable (“A/R”) data related to self-pay and non-self-pay patient accounts which have been determined by Facilities to have partially or fully unpaid balances which may be eligible for RRS.

Contractor shall timely comply with all of the requirements pursuant to SOW, within forty-five (45) days from Work Order’s Effective Date.

In the event Contractor has not timely complied with all of the requirements pursuant this SOW within the forty-five (45) days, or in the case of Contractor’s anticipatory breach of timely compliance with said requirements, the County may in its best interest, terminate the Work Order, and enter into negotiations with the next highest ranked Proposer for the purpose of awarding a new Work Order. Contractor shall not begin providing any services until Contractor has timely met all requirements pursuant to this SOW and receives written approval from County to commence performing the work requirements specified in this SOW.

Contractor shall not utilize a subcontractor(s) to performance any requirements of this SOW, unless:

1. Contractor clearly submitted a Request To Utilize A Subcontractor(s) Review concurrently with Contractor’s bid responding to the Request for Services solicitation

which resulted in the award of this Work Order; and

2. County approved Contractor's request to utilize a subcontractor(s) to perform requirements of this SOW.

1.1 DEFINITIONS

The terms used throughout this Master Agreement, subordinate Work Orders and in this Attachment A - SOW, unless otherwise stated shall mean the following:

- 1.1.1 Accepted Account: An account that has been referred to and accepted by Contractor for processing in accordance with the provisions of this SOW.
- 1.1.2 Confidential Information: All information, tangible or intangible, in whatever form or medium, directly or indirectly, whether orally or in documents, through and by observation or otherwise, including any developed or learned information by the Contractors' staff during the course of employment.
- 1.1.3 Facility(ies): A Facility is a County of Los Angeles – Department of Health Services (DHS) facility that provides healthcare services.
- 1.1.4 Referred Account: An account that has been forwarded to Contractor by a Facility, i as further identified in this SOW, for Contractor's assessment and acceptance or rejection.
- 1.1.5 Trade Secrets: Information, including formulas, compilations, programs, devices, methods, techniques, strategies, know how, or processes that (1) derives independent economic value, whether actual, potential, or both, from information not generally known to the public or to other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2.0 SERVICES TO BE PROVIDED

The following indicates the areas of individual tasks and general services that may be assigned to Contractor, subsidiaries, or subcontractors, as applicable. Throughout the term of this Master Agreement and subordinate Work Orders, the County may not require all services identified in this SOW, or refer all account/payer types mentioned in this SOW. It is at the Director's discretion that services and referral of certain account/payer types may be added or deleted as needed, throughout the term of this Master Agreement.

2.1 ADVOCACY SERVICES

- 2.1.1 Contractor shall obtain written consent from Director, on an account-by-account basis, prior to performing any advocacy service.
- 2.1.2 Contractor shall assist Facility patients (i.e., DHS patients) in completing the Third-Party eligibility application processes, in appealing eligibility application denials, eligibility denials and otherwise identifying any source

of payment for services provided.

- 2.1.3 Contractor shall complete an Authorized Representative and Release of Information Form for those DHS patients:
 - (a) for which a third-party eligibility application is obtained; or
 - (b) whose cases are pursued through the Medi-Cal Fair Hearing process, or Supplemental Social Security Income application process.
- 2.1.4 Contractor shall also provide written justification for not pursuing the Fair Hearing process for referred Medi-Cal denials and a report noting reason for not initiating an application for Self-Pay referrals which have linkage to the Medi-Cal program.
- 2.1.5 Contractor shall request the necessary information/documentation needed to pursue eligibility determination directly from DHS Utilization Review, Health Information Management (aka Medical Records), Patient Financial Services, etc.
- 2.1.6 At the request of Director/applicable facilities, Contractor shall provide personnel to assist in retrieving/photocopying documents.
- 2.1.7 Contractor shall complete timely billings with approved Billing Attachment(s) within applicable billing time limits (e.g. Medi-Cal billing time limit found in the California Code of Regulations, etc.) for Accepted Account(s) for which eligibility is established. If an Accepted Account requires more than one (1) year to complete the application, County shall provide a Letter(s) of Authorization (LOA) to Contractor when County deems a LOA is applicable and appropriate at County's sole discretion.
- 2.1.8 Contractor shall process billings retroactively in compliance with applicable regulations and time limitations.
- 2.1.9 Contractor shall monitor and follow up on all billings prepared by Contractor until final resolution is obtained, including the resubmission and/or appeal of denied claims. For denied claims, Contractor shall determine the cause of the denial, correct deficiency, and resubmit claims for payment or submit appeals unless and until the claim is determined to be uncollectible. Contractor shall document the reasons the account is uncollectible and report to the referring Facility.
- 2.1.10 Contractor shall update the Facility's system(s) with the most current demographic and financial information for each account processed (e.g. Eligibility numbers, Group Numbers, Financial Class, Carrier code, Billed Date, patient address, etc.).

2.2 ELIGIBILITY VERIFICATION, ADVOCACY, AND TRACKING SUPPORT (EVATS) SERVICES

- 2.2.1 Contractor shall develop and maintain a database(s) and have experienced eligibility evaluators for the purpose of Eligibility Verification, Advocacy, and Tracking Support ("EVATS") services, including an eligibility tracking function, to supplement the efforts of the County to help ensure that those

persons receiving County health services also receive all the financial support from Federal/State medical assistance programs to which they are entitled. EVATS services shall include, but not be limited to the following activities:

- 2.2.1.1 Extraction of identification information from medical service episodes, past and present, to compile multiple variations of identifying information for use in linking the patient to existing or pending eligibility for medical assistance. A combination of automated and manual techniques will be used to link information about an individual across time and providers to develop a continuous medical services/patient-identification data history.
- 2.2.1.2 Extraction of individual identification information from the available source of federally administered medical assistance programs to create a similar history of identification.
- 2.2.1.3 Extraction of individual identification information from the available sources of State/County administered medical assistance programs to create yet another history of identification.
- 2.2.1.4 Utilization of both automated and manual techniques in an effort to link every recipient of a medical service to every possible eligibility source. Those persons who cannot be linked to any eligibility files shall be immediately diverted into the file of potential candidates for application assistance advocacy services to secure retroactive eligibility or a service/eligibility linkage based upon new identification information in either service files or eligibility files.
- 2.2.1.5 Identification, including flagging for review, of services reimbursable by a Federal or State medical assistance program (i.e., not denied by facility Utilization Review, etc.), but not paid by or billed to the program.
- 2.2.1.6 Detailed manual review, by an experienced eligibility evaluator, of all service and eligibility information for each person with a flagged service. Medical services covered by previously undetected eligibility will be transferred to the Contractor-operated billing function to determine whether billing is appropriate and to bill such services as described in this SOW and set forth in Section, Services to be Provided, when appropriate. Those persons with a pending application covering medical services already provided will be placed into Contractor's eligibility tracking system. Persons with eligibility anomalies (i.e. erroneous Medi-Cal coverage effective dates, inconsistencies between eligibility sources, etc.) will be referred to facility Patient Financial Services (PFS) staff for eligibility status resolution.
- 2.2.1.7 Detailed manual review, by an experienced eligibility evaluator, of service and eligibility information when eligibility changes occur in any of the eligibility sources for persons in the eligibility tracking system. This process will result in referrals to the Contractor-operated billing function based upon established protocols, to a pre-

bill list for facility approval, to Contractor's quality control for persons dropped from further consideration, to facility PFS for anomaly resolution, Medi-Cal LOA preparation and eligibility updating, and to the appeals advocacy function. LOA is required when eligibility is determined after the statutory time limit, due to conditions including, but not limited to, retroactive eligibility, administrative error, etc., and must accompany billing documents to the Medi-Cal fiscal intermediary's over one-year unit. Persons not so referred or dropped from further consideration will be retained in the eligibility tracking database.

2.2.1.7 Targeted sampling will be employed for quality control review of decisions to drop services from further consideration for reimbursement. Contractor shall provide County with recommendations to rectify errors and omissions by Facilities and other contractors in order to minimize their recurrence and to ensure EVATS methods and procedures remain optimal in keeping with the "failsafe" role of the Contractor.

2.3 REVENUE RECOVERY SERVICES OF MEDI-CAL AND MEDICARE

2.3.1 Contractor shall provide recovery of Medi-Cal and Medicare reimbursement for eligible patients according to Federal and State regulations and requirements.

2.3.2 Contractor shall review information made accessible by County as described in sub-paragraph 7.1.9 – County Access To Information, including, but not limited to, eligibility files, patient account financial files (electronic and/or manual/paper) and available documentation previously prepared by County, including County patient medical records (for purposes of determining and verifying dates of patient services and other diagnosis, and/or information required for billing).

2.3.3 Contractor shall search the uncompensated care account files, and Medi-Cal and Medicare Remittance files provided by County to identify, to the extent reasonably possible, all services eligible for Medi-Cal or Medicare reimbursement.

2.3.4 Contractor shall make reasonable effort to identify potential recoveries via a manual/visual review and comparison of uncompensated account files to program eligibility files. Contractor shall provide a list of patients and services (in a form specified by the County) for matched records to the Director for review and approval. Contractor shall only pursue those accounts approved by the Director.

2.3.5 Contractor shall provide automated account tracking capability for monitoring all Referred Accounts that may be Medi-Cal and Medicare reimbursable. Contractor shall identify those accounts referred by County which may be claimable, perform follow-up actions to ensure claims are valid, post remittance information, follow-up on denied claims, and provide a final disposition for all accounts.

2.3.6 Contractor shall monitor each Referred Account identified as potentially

eligible, and identify and exclude those accounts for which services are not Medi-Cal reimbursable. Contractor shall provide written documentation on the status and disposition of each potentially reimbursable account. Contractor shall maintain and provide summary listings of accounts and other documentation in Contractor's possession.

- 2.3.7 Contractor shall, within Federal and State regulations and requirements, and upon County Facility approval, complete and submit valid Medi-Cal and Medicare claims with all required supporting documentation associated with electronic and/or manual submission to the fiscal intermediary for County patients and services rendered by, or on behalf of, County, in connection with the self-pay and non-self-pay accounts as defined in Paragraph 1.0, Scope of Work of this Attachment A – SOW.
- 2.3.8 Contractor shall prepare and submit or resubmit claim forms including all required documentation and/or corrections to the third-party payers or their designated fiscal intermediary for payment (e.g., approved Treatment Authorization Request ["TAR"] and LOA, etc.).
- 2.3.9 Contractor shall use reasonable care to submit all claims, for accounts referred by Facilities, to the State and federal fiscal intermediaries within the applicable Federal and State billing time requirements.
- 2.3.10 Contractor shall, for accounts over one (1) year from date of service, make every reasonable effort to prepare and submit claims within thirty (30) days from the date a LOA is signed by County, and for inpatient claims, within thirty (30) calendar days from the date a retroactive TAR is approved by the State Medi-Cal Field Office (MFO), as applicable, and including any and all subsequent required documentation and/or corrections.
- 2.3.11 Contractor shall take appropriate steps including, but not limited to, matching potentially reimbursable accounts against existing, outstanding, and dispositioned TARs, excluding those accounts for which the County or the County's contractors are pursuing or has already pursued a TAR. Contractor shall submit to Director a pre-billing list of accounts for which Contractor has identified eligibility and is seeking approval to bill.
- 2.3.12 Contractor shall, for those accounts authorized by the Director from the pre-bill list, obtain necessary approvals, producing original LOAs signed by designated PFS Directors, or their designee, related to each dates of service, submit necessary records for TARs, and prepare Medi-Cal claims for reimbursable services provided by County for covered dates of service. County and Contractor shall mutually agree to time frames and procedures by which Contractor shall obtain County's authorization for billing accounts identified by Contractor as having program eligibility.
- 2.3.13 Contractor may, with prior written consent from the Director, submit to the Center for Medicare & Medicaid Services ("CMS"), via electronic tape/disk format, lists of accounts with patients' identification information to be matched with the Medicare Enrollment Database to verify potential Medicare coverage and effective dates. These electronic tapes/disks must be submitted in a HIPAA compliant fashion (e.g. encrypted, etc.).

- 2.3.14 Contractor shall make every reasonable effort to obtain and maintain any and all patient-specific files of all necessary documents (such as approved TARs, or patient discharge summaries, LOA, SSI eligibility file printouts) from source organizations (i.e. Utilization Review, Medical Records, Patient Financial Services, etc.), and/or make any necessary corrections to develop and process a valid payment claim.
- 2.3.15 Contractor shall be responsible for obtaining all required documentation to prepare and submit claims and correct and resubmit denied claims to the fiscal intermediary. Contractor shall provide comprehensive follow-up on denied claims and determine the cause of the denial, correct the deficiency, and resubmit the claim for payment unless, and until Contractor deems the account to be uncollectible.
- 2.3.16 Contractor shall perform and adhere to claiming protocols specified by Director regarding processing of eligibility files, Medi-Cal claims, supporting documentation, etc. Contractor shall, for any claims prepared and/or submitted, retain and provide appropriate explanation, documentation, and correspondence relative to accounts and/or claims that are selected for audit.
- 2.3.17 Contractor shall monitor each claim prepared and/or submitted, and provide written documentation on the status and disposition of each account referred to it by County. Contractor shall return all documentation for those selected accounts which Contractor deems to be uncollectible and an explanation of the reason(s) for its determination of non-recoverability. Contractor shall return all documentation related to those accounts which Contractor has identified as non-recoverable from third party payers (Medi-Cal, Medicare, etc.).
- 2.3.18 At Facilities request, Contractor shall update the Facility's system(s) with the most current demographic and financial information for each account processed (e.g. Eligibility numbers, Group Numbers, Financial Class, Carrier code, Billed Date, patient address, etc.).
- 2.3.19 Contractor shall post, or assist in posting of, payments and adjustments (preferably electronically) to all applicable Facility's accounts receivable systems.
- 2.3.20 Contractor shall provide to each County Facility, on a monthly basis, notice (via hard copy listing and/or diskette) of cumulative accounts billed, denied, and paid. Notice of payments shall include information sufficient to identify and post payments to the accounts. Contractor shall provide copies of all claims and supporting documentation and correspondence which have been paid and/or denied by the fiscal intermediary.
- 2.3.21 Contractor shall provide to each County Facility, by the 15th working day of each month, except as otherwise instructed by the Director, an electronic file of all accounts billed the previous month. This file shall be in the appropriate format to allow for electronic posting of billed accounts.
- 2.3.22 Contractor shall obtain approval from Director prior to communicating with Medi-Cal or Medi-Care officials on any issue impacting collection efforts.

2.4 HEALTH CARE PLAN BILLING SERVICES (HCPBS)

- 2.4.1 At Director's request and upon Contractor's concurrence, Contractor shall provide HCPBS, including related consulting services, to process inpatient and outpatient accounts for DHS Facilities as mutually agreed to by County and Contractor, to assist County in improving collections from Health Care Plans (i.e. Medi-Cal and Medicare HMO, HCP, Medi-Cal Linked, etc.). HCPBS can either be: (1) based on County and Contractor mutually agreeing to established protocols for billing accounts identified as having healthcare coverage or (2) by referral of accounts by Director to contractor.
- 2.4.2 Contractor shall provide comprehensive health care plan billing and follow-up services for eligible patients for Referred Accounts, including denial reprocessing, using automated systems where available and appropriate or as requested by Director.
- 2.4.3 Contractor shall readily accept County's patient financial, admission, eligibility, and other data in various formats as determined by Director.
- 2.4.4 Contractor shall develop valid third-party claims in accordance to applicable healthcare plan or County contracted healthcare plan agreements billing requirements that are payable by the applicable health care plan in electronic format where available and appropriate.
- 2.4.5 Contractor shall request the necessary information/documentation (i.e., patient discharge summaries, etc.) needed to develop valid reimbursement claims directly from the appropriate division at the Facilities (i.e., Utilization Review, Medical Records, Patient Financial Services, etc.).
- 2.4.6 Contractor shall, in a timely manner, submit complete claims to the appropriate health care plan.
- 2.4.7 Contractor shall provide follow-up services for denied claims and pursue payments until the account is paid or determined to be uncollectible. Contractor shall document the reasons the account is uncollectible and report to the Facilities.
- 2.4.8 Contractor shall provide, develop, and maintain an electronic database to accumulate patient financial data, charge information, billing statistics, payment information, and other data as necessary, or as requested by Director, for HCPBS reporting purposes. Contractor shall allow County's staff designated by Director to access the Contractor's electronic database for inquiries and other reporting purposes as otherwise required by Director.
- 2.4.9 Contractor shall post, or assist in posting of, payments and adjustments (preferably electronically) to all applicable Facility's accounts receivable systems at Director's request.
- 2.4.10 At Facilities request, Contractor shall update the Facility's system(s) with the most current demographic and financial information for each account processed (e.g. Eligibility numbers, Group Numbers, Financial Class,

Carrier code, Billed Date, patient address, etc.).

- 2.4.11 Contractor shall return accounts that are unbilled within one hundred fifty (150) calendar days after Contractor initially received the account from County, except as otherwise instructed by the Director. Contractor shall return all supporting documentation, including but not limited to, billing instruction, medical records, correspondence and explanation of benefits, etc., to Facilities upon return of the accounts.
- 2.4.12 Contractor shall, for services provided to members of contracted health plans, return to facility all billed and unpaid accounts within two hundred ten (210) calendar days after billing. For services provided to members of non-contracted health plans, Contractor shall provide to facility a copy of the claim and other necessary documents as agreed upon by the facility and Contractor, within five (5) calendar days, except as otherwise instructed by the Director, but shall continue follow-up activities up to one hundred twenty (120) calendar days after billing.
- 2.4.13 Contractor shall provide to each County Facility, by the 15th working day of each month, except as otherwise determined by Director, an electronic file of all accounts billed the previous month. This file shall be in the appropriate format to allow for electronic posting of billed accounts.

2.5 COMMERCIAL INSURANCE BILLING SERVICES (CIBS)

- 2.5.1 At Director's request and upon Contractor's concurrence, Contractor shall provide CIBS to process inpatient and outpatient accounts for DHS Facilities as mutually agreed to by County and Contractor, to assist County in improving DHS Commercial Insurance collections. CIBS can either be: (1) based on County and Contractor mutually agreeing to established protocols for billing accounts identified as having insurance coverage or (2) by referral of accounts by Director to contractor.
- 2.5.2 Contractor shall provide comprehensive commercial insurance billing and follow-up services for referred outpatient accounts, including denial reprocessing, using automated systems where available and appropriate or as requested by Director.
- 2.5.3 Contractor shall readily accept County's patient financial, admission, eligibility, and other data in various formats as determined by Director.
- 2.5.4 Contractor shall develop valid commercial insurance claims according to applicable commercial insurance billing requirements that are payable by the applicable commercial insurance carrier in electronic format where available and appropriate.
- 2.5.5 Contractor shall request the necessary information/documentation (i.e., patient discharge summaries, etc.) needed to develop valid reimbursement claims directly from the appropriate division at the Facilities (i.e., Utilization Review, Medical Records, Patient Financial Services, etc.).
- 2.5.6 Contractor shall, in a timely manner, submit complete claims to the appropriate commercial insurer.

- 2.5.7 Contractor shall provide follow-up services for denied claims and pursue payments from insurance carrier until the account is paid or determined to be uncollectible. Contractor shall document the reasons the account is uncollectible and report to the Facilities.
- 2.5.8 Contractor shall provide, develop, and maintain an electronic database to accumulate patient financial data, charge information, billing statistics, payment information, and other data as necessary, or as requested by Director, for CIBS reporting purposes. Contractor shall allow County's staff designated by Director to access the Contractor's electronic database for inquiries and other reporting purposes as otherwise required by Director.
- 2.5.9 Contractor shall post, or assist in posting of, payments and adjustments (preferably electronically) to all applicable Facility's accounts receivable systems.
- 2.5.10 At Facilities request, Contractor shall update the Facility's system(s) with the most current demographic and financial information for each account processed (e.g. Eligibility numbers, Group Numbers, Financial Class, Carrier code, Billed Date, patient address, etc.).
- 2.5.11 Contractor shall return accounts that are unbilled within one hundred fifty (150) calendar days after Contractor initially received the account from County, except as otherwise instructed by the Director. Contractor shall return all supporting documentation, including but not limited to, billing instruction, medical records, correspondence and explanation of benefits, etc., to Facilities upon return of the accounts.
- 2.5.12 Contractor shall return commercial insurance accounts to the County that have been billed, but are unadjudicated two hundred seventy (270) calendar days after the last billing, except as otherwise instructed by the Facility. Contractor shall return all supporting documentation, including but not limited to, billing instruction, medical records, correspondence and explanation of benefits, etc., to Facility upon return of the accounts.
- 2.5.13 Contractor shall provide to each County Facility, by the 15th working day of each month, except as otherwise determined by Director, an electronic file of all accounts billed the previous month. This file shall be in the appropriate format to allow for electronic posting of billed accounts.

2.6 BILLING AND RECOVERY SERVICES FOR OTHER GOVERNMENTAL PAYERS

- 2.6.1 At Director's request and upon Contractor's concurrence, Contractor shall provide billing and recovery services for other government payers (i.e. Genetically Handicapped Person Program (GHPP), Child Health and Disability Prevention (CHDP), Family Planning, Access, Care, and Treatment Program (FPACT), Children Medical Services Program (CMSP), Cancer Detection Program, etc.), to process inpatient and outpatient accounts for DHS Facilities as mutually agreed to by County and Contractor, to assist County in improving DHS third party collections. The

services can either be: (1) based on County and Contractor mutually agreeing to established protocols for billing accounts identified as having healthcare coverage or (2) by referral of accounts by Director to contractor.

- 2.6.2 Contractor shall provide comprehensive third-party billing and follow-up services for Referred Accounts, including denial reprocessing, using automated systems where available and appropriate or as requested by Director.
- 2.6.3 Contractor shall readily accept County's patient financial, admission, eligibility, and other data in various formats as determined by Director.
- 2.6.4 Contractor shall develop and submit completed claims that are payable by the applicable third-party payer in electronic format where available and appropriate.
- 2.6.5 Contractor shall request the necessary information/documentation (i.e., patient discharge summaries, etc.) needed to develop valid reimbursement claims directly from the appropriate division at the Facilities (i.e., Utilization Review, Medical Records, Patient Financial Services, etc.).
- 2.6.6 Contractor shall, in a timely manner, submit complete claims to the appropriate third-party payer or fiscal intermediary.
- 2.6.7 Contractor shall provide follow-up services for denied claims and pursue third party payments until the account is paid or determined to be uncollectible. Contractor shall document the reasons the account is uncollectible and report to the Facilities.
- 2.6.8 Contractor shall provide, develop, and maintain an electronic database to accumulate patient financial data, charge information, billing statistics, payment information, and other data as necessary, or as requested by Director. Contractor shall allow County's staff designated by Director to access the Contractor's electronic database for inquiries and other reporting purposes as otherwise required by Director.
- 2.6.9 Contractor shall post, or assist in posting of, payments and adjustments (preferably electronically) to all applicable Facility's accounts receivable systems, if requested by the director.
- 2.6.10 At Facilities request, Contractor shall update the Facility's system(s) with the most current demographic and financial information for each account processed (e.g. Eligibility numbers, Group Numbers, Financial Class, Carrier code, Billed Date, patient address, etc.).
- 2.6.11 Contractor shall return accounts that are unbilled within one hundred fifty (150) calendar days after Contractor initially received the account from County, except as otherwise instructed by the Director. Contractor shall return all supporting documentation, including but not limited to, billing instruction, medical records, correspondence and explanation of benefits, etc., to Facilities upon return of the accounts.
- 2.6.12 Contractor shall return other governmental payer accounts to the County

that have been billed, but are unadjudicated two hundred seventy (270) calendar days after the last billing, except as otherwise instructed by the Facility. Contractor shall return all supporting documentation, including but not limited to, billing instruction, medical records, correspondence and explanation of benefits, etc., to Facility upon return of the accounts.

2.7 MEDICARE DISPROPORTIONATE SHARE RECOVERY SERVICES (DSRS)

2.7.1 At the Director's discretion and with Contractor's concurrence, provide DSRS to increase County's Medicare Disproportionate Hospital (DSH) reimbursement, in compliance with Medicare regulations. To maximize County's Medicare DSH reimbursement, Contractor shall develop an integrated database to identify additional eligibility inpatient days, prepare necessary documentation, and secure acceptance from the Medicare fiscal intermediary for Medicare DSH claiming. Further, Contractor shall produce reports and compile detailed listing and claims for filing with Medicare, as required or as requested by Director with concurrence of Contractor to provide claiming for eligible inpatient days.

2.7.2 DSRS shall be provided by Contractor for all inpatient hospital Facilities, except as otherwise determined by the Director. Contractor shall prepare Facility-specific listings and reports of eligible patient days and Medicare DSRS claims for dates of service as determined and requested by Director. Contractor shall:

2.7.2.1 Create and compile a warehouse of electronic inpatient account information. As determined by Director, Contractor shall reformat account information provided by County to standard Medicare DSH record types, creating records for all accounts.

2.7.2.2 Identify a universe of the potential Medicare DSH population by analyzing the compiled inpatient account information and segregating inpatient account information into potential Medicare DSH groups, for each fiscal year as determined by Director. To identify the universe of the potential Medicare DSH population, Contractor shall:

- a. Match inpatient account records against Medi-Cal remittance data; and
- b. Perform self-pay conversion processing to identify potential incremental Medi-Cal and Medi-Cal Managed Care days; and
- c. Select accounts with patient days for dates of service for each fiscal year as requested by Director, and categorize accounts by Medicare DSH type.
- d. Accurately match inpatient account records to Medi-Cal eligibility dates.
- e. Review days already claimed and paid by the fiscal intermediary and deduct these days from the Medicare DSH population.
- f. Independently evaluate accuracy of the Medicare-assigned Supplemental Security Income (SSI) ratio for each fiscal year as determined by Director, as follows:

- (1) Match the federal Center for Medicare and Medicaid Services (CMS) SSI file to inpatient account records; and
- (2) Identify "dual-eligible" inpatient account records found on County system but not found on SSI file; and
- (3) Research inconsistencies for non-matching instances to ascertain Medi-Cal coverage type, if any; and
- (4) Create a report of "dual eligible" inpatient account records not included in SSI ratio.

2.7.2.3 Prepare listings and reports by Facility as follows:

- a. Medicare DSH exclusion report
- b. Payment status segregation report
- c. Reconciliation report of paid days to DSH listing, as necessary
- d. Plan code and service type summary report listing
- e. Medicare detail report (for filing with Medicare)

2.7.2.4 Additional Runs – Contractor shall perform up to an additional three (3) runs after its initial claim submission to potentially increase the Medi-Cal eligible days. The timing of the runs will be determined by Director. Contractor will be paid a contingency fee as referenced in Paragraph 10.0, Subparagraph 10.3, A - PROVISION FOR PAYMENT, depending on Fiscal Year End (FYE) to the newly identified Medi-Cal eligible days only and upon the issuance of the Revised Notice of Program Reimbursement (RNPR) reflecting these additional Medi-Cal eligible days.

2.7.2.5 For fiscal years where a final Medicare Cost Report settlement has been rendered, prepare claims for reopening or appeal, as appropriate and as determined by Director.

2.7.2.6 For fiscal years where a final Medicare Cost Report is pending, prepare claims for supplementing the pending Report.

2.7.2.7 Provide to County Medicare DSRS claims with dates of service as determined by Director, where a final Medicare Cost Report settlement has been rendered or pending. Contractor shall provide to County Medicare DSRS claims with dates of service as determined by Director, within two years following the end of the fiscal year (June 30).

2.7.2.8 Maintain a comprehensive audit trail and provide audit and appeal support to the County, including responding to auditor requests for documentation and information, packaging information according to auditor requirements, and interfacing with auditors during document review to negotiate optimal results in accordance with Medicare requirements. Contractor shall make available additional reports and/or audit supporting documentation in format and frequency requested by the

Director.

- 2.7.3 Contractor shall process all accounts as permissible, as far retroactive as reasonably possible and approved by Director, under applicable Federal and State regulations and requirements.
- 2.7.4 Facilities will provide Contractor a single copy of each case/account, in paper or electronic file format, concurrent with other County contractors.
- 2.7.5 Multiple County contractors may be working the same accounts simultaneously. Contractor agrees and accepts that accounts are subject to elimination as pursuable by Contractor due to the County's and/or the County's other contractors' efforts.

3.0 SPECIFIC WORK REQUIREMENTS

- 3.1 Contractor shall maintain a comprehensive audit trail substantiating all third-party billings, supporting rationale, and documented criteria for pursuing reimbursement for any and all applicable accounts.
- 3.2 Contractor shall, as requested by Director, provide audit and appeal support to County, including responding to auditor requests for documentation and information and interfacing with the auditors during document review. Contractor shall make available all audit supporting documentation in format and frequency requested by the Director.
- 3.3 Contractor shall pursue full reimbursement for all accounts referred. Contractor shall submit in writing any proposed settlement/account compromise, with amount and justification for compromise, to the Facility for approval prior to acceptance, in accordance with DHS' procedures.
- 3.4 Contractor shall negotiate with the third party to ensure that the portion of the settlement between the patient and the third party which is allocated to the County is fair and equitable.
- 3.5 Contractor shall submit all compromise offers to County only when it has determined that the offered amount is the best offer that can be negotiated. For this purpose, Contractor shall provide County all information/documentation within the time frame specified by Director. If County personnel are required to attend hearings and/or settlement conferences, Contractor shall notify Director at a minimum of fifteen (15) business days in advance of the hearing/conference date.
- 3.6 Contractor shall return all documentation for those accounts which the Contractor determines uncollectible. For those accounts, Contractor shall include justification for non-pursuit or discontinuance of pursuit. Contractor shall submit tapes, data files, and/or other reports produced as a by-product to other County contractors as directed by Director.
- 3.7 Contractor shall monitor changes in applicable Federal and State regulations and requirements and will modify its procedures as required to accommodate the changes in regulations(s) that impact the services defined in Paragraph 2.0, SERVICES TO BE PROVIDED, of this Attachment A – SOW. Contractor shall make such changes in its procedures at no additional cost to the County.

- 3.8 Contractor shall provide, at no additional cost to the County, reasonable customized reports, as deemed necessary by the Director, which categorize and summarize and/or provide detailed listings of the results of services provided to County.
- 3.9 Contractor shall not be entitled to reimbursement from the County for any system enhancements and upgrades developed by Contractor. Its payments, if any, shall be restricted to those described in Paragraph 10.0 - PROVISION FOR PAYMENT of this Attachment A.
- 3.10 If County, or another County contractor, or any contract collection or resource recovery agency routinely utilized by County identifies third-party resources for specific account(s) which would otherwise have been billed by Contractor prior to Contractor's re-billing such account, Contractor agrees to delete such account(s) from the billings generated by Contractor. Contractor shall receive no County payment for such account(s).
- 3.11 Contractor shall develop an automated accounts receivable tracking system and provide to each County Facility monthly management reports for tracking receivables on claims submitted by this process, including, but not limited to:
- a. Summary listings of referred accounts and related documentation.
 - b. A management letter outlining any additional estimated revenue projected to be gained by County, operational problems identified/encountered, and recommendation to maximize revenue recovery.
 - c. Cumulative and ongoing listings/electronic files for all accounts and claims identified as eligible for third-party reimbursement, claims prepared and billed to fiscal intermediary.
 - d. Status and disposition of all accounts for which claims were prepared (payments, denials w/reason code, etc.)
 - e. Monthly and cumulative reports on charges billed, revenues collected, and fees earned by Facility and for the Department.
- 3.12 Contractor shall request approval from Director for all non-proprietary software used to perform contracted services, and such software should be appropriately licensed.
- 3.13 Contractor shall provide detailed written documentation of the systems, methods, and procedures employed by Contractor in providing RRS; such documentation exclusive of software shall be provided upon expiration of the term or earlier cancellation of this Agreement, should Director so notify Contractor. Contractor shall not be required to provide or disclose Trade Secrets or proprietary information.
- 3.14 Contractor shall provide ongoing consulting services pertaining to RRS including quarterly assessment of contracted services effectiveness, analysis of new laws and regulations that may affect services under this agreement, provide recommendations on ways to improve contracted services, and written recommendations of any other revenue enhancing or cost savings opportunities. If Contractor desires to provide specific services to enhance revenue or cost savings opportunities, Contractor shall submit to the Director for consideration a written proposal detailing the specific methodology, scope (identify implementation

time frame, referral time frame, facility service(s) that will be provided, date of service the proposed process would start with, sample cases, etc.), and fee structure for the proposed service(s), including background information regarding the service(s) and how contracted services revenue would be enhanced, a revenue analysis, identifying the potential revenue and the number of accounts involved in the proposed project, or savings achieved. Contractor shall outline the specific steps, procedures, and processes of the proposed service(s). If Contractor believes the proposed service(s) is within the scope of this SOW, Contractor shall cite the specific provision(s) of this SOW which the proposed service(s) would be covered under.

4.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 4.1 Contractor shall accept any addition or deletion of Facilities, specific tasks, or work hours, as requested by the County's Project Director.
- 4.2 All material changes to this SOW must be made in accordance with Master Agreement Paragraph 8.0, Subparagraph 8.1, Amendments.

5.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Work Order and to ensure that the requirements of the Master Agreement and Work Order are met. The Quality Control Plan shall be submitted to the County's Project Director for review within ten (10) business days of the Work Order's Effective Date and within ten (10) business days when changes occur. The Quality Control Plan shall include, but not be limited to:

- 5.1 A method of monitoring which ensures that the Master Agreement and Work Order requirements are being met;
- 5.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

6.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Master Agreement using the quality assurance procedures as defined in Paragraph 8.17, County's Quality Assurance Plan of the Master Agreement.

6.1 Periodic Meetings

Contractor is required to attend a scheduled quarterly or bimonthly meeting, unless requested by the County's Project Director for more frequent meetings. Failure to attend meetings will cause an assessment of fifty dollars (\$50.00) per missed meeting.

6.2 Contract Discrepancy Report

- 6.2.1 Verbal notification of a Contract discrepancy will be made to the Contractor Program Manager as soon as possible whenever a Contract discrepancy

is identified. The problem shall be resolved within a reasonable time period mutually agreed upon by the County and the Contractor.

- 6.2.2 The County's Project Director will determine whether a formal Contract Discrepancy Report (See SOW, Attachment 2 – Technical Exhibits, Exhibit 1 – Contractor Discrepancy Report) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Project Director within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. Contractor shall submit a plan for correction of all deficiencies identified in the Contract Discrepancy Report to the County's Project Director within ten (10) business days.

6.3 County Observations

In addition to DHS contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Master Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

7.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

7.1 COUNTY

The Director shall have the authority to administer this Master Agreement on behalf of the County. The Director retains professional and administrative responsibility for the services rendered under this Master Agreement. A listing of all County Administration referenced in the following Sub-paragraphs is designated in Attachment 3, County's Administration, of the Agreement. The County shall notify the Contractor in writing of any change in the names or addresses shown.

7.1.1 County's Project Director

Person designated by the County with authority for the County on administrative matters relating to this Master Agreement that cannot be resolved by the County's Project Manager. Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Master Agreement are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

7.1.2 County's Project Manager

7.1.2.1 The responsibilities of the County's Project Manager include:

- Meeting with the Contractor's Project Manager on a regular basis;

- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; and.
- approving invoices.

7.1.2.2 The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Master Agreement and is not authorized to further obligate the County in any respect whatsoever.

7.1.3 County's Project Monitor

7.1.3.1 The County's Project Monitor is responsible for overseeing the day-to-day administration of this Master Agreement. The Project Monitor reports to the County's Project Manager.

7.1.4 County does not anticipate assigning any County employees to assist Contractor on a full-time basis regarding services to be provided by Contractor pursuant to this Master Agreement. However, County personnel will be made available to Contractor, at the Director's discretion, to provide input and assistance in order to answer questions and provide necessary liaison between Contractor and County Facilities.

7.1.5 County shall provide and make available the various operational/administrative records and statistics of County's health operations as defined in sub-paragraph 7.1.9 - Access To Information, relevant to performance of Contractor requirements hereunder, and shall be available to Contractor for review and evaluation whenever deemed appropriate and feasible by Director, and as may be allowed by applicable law.

7.1.6 At the Director's sole discretion, County may assign space, chairs, and desks, on a non-exclusive basis, for work area and related use by the Contractor. In the event the County assigns space to the Contractor, Contractor shall use the space only for the purpose of the performance of services hereunder. The Contractor is prohibited from use of such space, desks, and chairs for the purposes other than for the performance of this Master Agreement.

7.1.7 Further, at the Director's sole discretion, County may provide access to telephones, fax machines, and photocopying equipment, on a non-exclusive basis, for the purpose of Contractor's performance of this Master Agreement and subordinate Work Orders. The Contractor is prohibited from use of such equipment for the purposes other than for the performance of this Master Agreement.

7.1.8 The County will administer the Master Agreement according to the Master Agreement, Paragraph 6.0, Administration of Agreement - County. Specific duties will include:

- a. Monitoring the Contractor's performance in the daily operation of this Master Agreement.
- b. Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- c. Preparing Amendments in accordance with Paragraph 8.0, subparagraph 8.1, Amendments of the Master Agreement.

7.1.9 County Access To Information

In order for Contractor to perform the services described in this Attachment A – SOW, County shall cooperate with Contractor by affording access to such financial, medical, and other operating data as may be available at the appropriate Facility or Health Services Administration to perform RRS, and as Contractor may reasonably request and as may be allowed by Director and applicable law, including among other things the following:

- 7.1.9.1 Current demographic, admission, and registration data from the respective Facility admission and registration system (i.e., Orchid, Affinity, etc.) files, as available in magnetic tape form on a monthly or more frequent basis;
- 7.1.9.2 Medicare and Medi-Cal Remittance Files on a monthly basis as available; Contractor shall reimburse County for County's cost to reproduce these files for Contractor's use;
- 7.1.9.3 Eligibility and enrollment history files on a monthly basis as available; Contractor shall reimburse County for its cost to reproduce these files for Contractor's use;
- 7.1.9.4 File layouts for each of the computer files specified in Subparagraphs 7.1.9.1 through 7.1.9.3, above, and Subparagraph 7.1.9.10 below;
- 7.1.9.5 Inpatient and outpatient self-pay and non-self-pay billing documents, as available from the appropriate Facility;
- 7.1.9.6 Access to ORCHID and Affinity systems for inquiry purposes;
- 7.1.9.7 Billing forms for Medi-Cal, Medicare, and all other third-party payers as appropriate;
- 7.1.9.8 County patient medical records, (electronic or hard copy) for purposes of determining and verifying dates of patient service and other diagnosis information required for successful completion of services referred to in this Attachment A – SOW;
- 7.1.9.9 ORCHID, Affinity, or other County contractor patient accounting and accounts receivable information in magnetic tape form on a weekly or monthly basis as available, along with associated file layouts; and

- 7.1.9.10 At the Director's discretion, with concurrence of Contractor, any additional files, documents, system access, or information deemed appropriate to facilitate performance of the services described in this Attachment A– SOW.
- 7.1.9.11 All information, documents, and materials, which are generated, obtained, or discovered relative to the accounts and claims referred to contractor shall become the sole and exclusive property of County upon cancellation or expiration of this Agreement. Contractor will maintain copies of all relevant information as a back-up for audit purposes.

7.2 CONTRACTOR

A listing of all County Administration referenced in the following Sub-paragraphs is designated in Attachment 4, Contractors' Administration, of the SOW. The Contractor shall notify the County in writing of any change in the names or addresses shown.

- 7.2.1 Contractor shall work independently on designated assignments in accordance with this SOW.
- 7.2.2 Contractor shall furnish all labor, materials, supplies, personnel, equipment, and administrative support necessary for the provision of all RRS to be provided under this Master Agreement and subordinate Work Orders.
- 7.2.3 Notwithstanding any representation by County regarding the participation of County personnel in any phase of this project, Contractor assumes sole responsibility for the timely accomplishment of all activities assigned in this Master Agreement and subordinate Work Orders.

7.2.4 Contractor's Project Director

- 7.2.4.1 Contractor shall designate a Contractor's Project Director or designated alternate to lead and coordinate Contractor's provision of RRR, pursuant to this SOW. County must have access to the Contractor's Project Director during the County's normal business hours.
- 7.2.4.2 The Contractor's Project Director shall be required to attend scheduled meetings with County personnel, upon County's request provide overall management and coordination of this Master Agreement.
- 7.2.4.3 The Contractor's Project Director shall act as the central point of contact for the Director in all matters regarding this Master Agreement; and shall respond to all County inquiries, issues and/or complaints within twenty-four (24) hours.
- 7.2.4.4 Contractors' Project Director/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of

the Master Agreement. Project Director/alternate shall be able to effectively communicate, in English, both orally and in writing.

- 7.2.4.5 Contractor shall notify County's Project Director, in writing, of the name, telephone number, and e-mail address of Contractor's designated Project Director within (10) calendar of the Work Order's Effective Date.

7.2.5 Contractor's Work Order Program Manager

- 7.2.5.1 The individual designated by the Contractor as the chief contact person with respect to the day-to-day administration of the Work Order.
- 7.2.5.2 Contractor's Work Order Program Manager shall have one (1) year of experience.

7.2.6 Personnel

Contractor shall be required to background check their employees as set forth in Paragraph 7.0, Administration of Master Agreement - Contractor, Subparagraph 7.5, Background & Security Investigations, of the Master Agreement.

7.2.7 Identification Badges

Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.0, Administration of Master Agreement - Contractor, Sub-paragraph 7.4, Contractor's Staff Identification, of the Master Agreement.

7.2.8 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor.

7.2.9 Training

Contractor shall provide training programs for all new Los Angeles County patient accounting employees and continuing in-service training for all employees to ensure maximization of revenue related to the services the Contractor provides.

7.2.10 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Pacific Standard Time, Monday through Friday, by at least one (1) employee who can respond to inquiries, issues and/or complaints which may be received about the Contractor's performance under the Master Agreement and subordinate Work Orders. When the office is closed, voice mail shall be provided to receive calls. The Contractor shall answer calls received by the voice mail within one (1)

business day of receipt of the call.

7.2.11 Confidential Information

7.2.11.1 The Contractor shall cause each employee performing services covered by this Agreement to sign and adhere to the provisions of the Attachment 5 - Contractor Employee Acknowledgment and Confidentiality Agreement.

7.2.11.2 The Contractor shall cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of the Attachment 6 - Contractor Non-Employee Acknowledgment and Confidentiality Agreement.

7.2.11 Information Technology, Security, Privacy Compliance and Encryption

7.2.11.2 Contractor shall comply with all information security and privacy requirements in SOW, Attachment 7 – Information Security and Privacy Requirements.

7.2.11.3 Contractor shall comply with Los Angeles County Board of Supervisors policy 5.200 in SOW, Attachment 8 – Board of Supervisors Policy 5.200 – Contractor Protection of Electronic County Information.

8.0 HOURS/DAY OF WORK

Contractor must be available during County business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. Contractors usually do not work on County-recognized holidays. County Holidays are available on the LA County website at:

<http://www.lacounty.gov/governmenUabout-la-county/county-holidays/>

9.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in SOW, Attachment 2 – Technical Exhibits, Exhibit 2 - Performance Requirements Summary (PRS) Chart, are intended to be completely consistent with the Work Order and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Work Order and the SOW. In any case of apparent inconsistency between services as stated in the Work Order and the SOW and this PRS, the meaning apparent in the Work Order and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Work Order and the SOW, that apparent service will be null and void and place no requirement on Contractor.

10.0 PROVISION FOR PAYMENT

10.1 County shall compensate Contractor hereunder as set forth in this Paragraph 10.0 - PROVISION FOR PAYMENT. The term "Incremental Revenue Recovered" as used in this Paragraph 10.0 – PROVISION FOR PAYMENT, shall include cash, credits, and transfers as a direct result of Contractor's RRS under this SOW. Incremental Revenue Recovered shall not include any Medicare or Medi-Cal cost

report settlements, nor shall it include any block grant monies, including, but not limited to, SB 855, Medi-Cal Hospital Financing Waiver (Medi-Cal Redesign).

- 10.2 The fee payable to Contractor with respect to payments received by County as a consequence of this Attachment A, Paragraph 2.0, Subparagraphs, 2.1, Advocacy Accounts; 2.3, Revenue Recovery of Medi-Cal and Medicare; 2.4, Health Care Plan Billing Services; 2.5, Commercial Insurance Billing Services; and 2.6, Billing and Recovery services for other government payers, shall be negotiated by the Director and the Contractor as a result of Contractor's billing efforts.
- 10.3 Fee Computation for Medicare Disproportionate Share Recovery Services: The fee payable to Contractor with respect to payments received by County as a consequence of this Attachment A, Paragraph 2.0, Sub-paragraph 2.7, Medicare Disproportionate Share Recovery Services, shall be based on a contingent fee and shall be negotiated by the Director and the Contractor but shall not, over the term of Agreement, be greater than twelve percent (12% or 0.12) of the incremental Medicare Disproportionate Share Hospital reimbursements (an amount attributable to the Medi-Cal eligible days portion of the Medi-Cal claim) received by the County as a direct result of Contractor's efforts. The contingency fee paid to Contractor shall be calculated by each facility/fiscal year, this amount can be calculated by dividing the Medi-Cal eligible days ratio by the sum of the Medi-Cal and Supplemental Security Income (SSI) ratios. The resulting ratio will be applied to the total DSH reimbursement amount as per audit to determine the amount attributable to the Medi-Cal eligible days. The SSI ratio is provided by Centers for Medicare and Medicaid Services (CMS).
- A. Claiming submitted by Contractor for cost report filings – County will pay Contractor an interim 4% contingency fee for the Medi-Cal eligible days allowed during the desk audit; however, final payment to Contractor will be determined by the actual Medi-Cal eligible days allowed at final settlement. If the final settlement reflects a reduction or increase in Medi-Cal eligible days from the eligible days allowed during the desk audit, Contractor will refund/credit or invoice the difference to County.
- 10.4 All amounts payable to Contractor pursuant to Attachment A – Paragraph 10.0, PROVISION FOR PAYMENT, shall be paid by County to Contractor within a reasonable period of time following receipt of a complete and correct billing approved by Director for payment. Contractor shall bill each Facility monthly in arrears by invoice which shall include account-by-account detail of the computation of fees due to Contractor. Contractor shall bill each County Facility with a separate invoice for its portion of the billing separated by type of service and payer.
- 10.5 Contractor hereby agrees that any fee paid by County to Contractor for services directly leading to payment to County by a third-party payer, but later disallowed in audit or otherwise recouped by the payer or its intermediary (except for Medi-Cal and Medicare cost report settlements), shall be repaid/offset to County. All repayments/offsets of fees to be made by Contractor shall be due and payable by Contractor upon Contractor's notification by County of the specific nature and amount of the audit disallowance(s) and/or recoupment(s) and affirming County's intention to deduct such amount from Contractor's future invoice for the same type of service.
- 10.6 Contractor also agrees to maintain records sufficient to document all billings

submitted and inpatient admissions monitored as part of this SOW, separating third-party payer billings, which records shall serve as the basis of the computations required pursuant to this Paragraph 10.0, PROVISION OF PAYMENT and which records shall contain the following information:

- (1) Accounts billed/monitored;
- (2) Invoice/control numbers of all billings submitted;
- (3) Dates of billings;
- (4) Amounts paid to County, by invoice/control number;
- (5) Dates of payments to County;
- (6) Amounts due to Contractor; and
- (7) Dates of payments to Contractor by County.

10.7 County shall cooperate in providing Contractor with access to the information necessary for Contractor to maintain such ledgers and Contractor shall make such ledgers available to Director at his/her request.

10.8 Payment received by County after the term of this Work Order has expired or otherwise terminated shall be eligible for payment of Contractor's fee, if such payment is received by County prior to the expiration or termination of the Work Order.

11.0 ADDITIONAL COVENANTS OF CONTRACTOR

In performing the services described in this Attachment A- SOW, Contractor shall:

- 11.1 Have stringent procedures in place to avoid duplicate invoicing;
- 11.2 Comply with the Office of Inspector General (OIG) compliance program guidance for Third-Party Medical Billing Companies;
- 11.3 If so requested in advance by County, return all the material provided by County pursuant to Attachment A - SOW, sub-paragraph 7.1.9 – County Access To Information, promptly and in the same condition and sequence in which they are received.
- 11.4 Respect the Confidential Information with regard to County patient and Hospital financial records. Contractor contractually recognizes the confidentiality of all County patient data and therefore, shall obtain/extract only that information needed to identify coverage and generate required third-party billing information. All such collected information shall remain the property of County.
- 11.5 Provide County, upon termination of Work Order in a format designated by the Director, with the data currently maintained in performance of services under this Agreement in accordance with this SOW.
- 11.6 Provide all supplies, equipment, and personnel necessary to provide the contracted services exclusive of personnel and equipment at Facilities that the County may make available to facilitate accessibility of data.
- 11.7 Be provided with limited access to County information and documents as necessary to perform services described in this Agreement.

- 11.8 Provide to County upon or prior to termination of this Agreement, all other documents and materials related to accounts and claims referred to Contractor or obtained by Contractor from all other sources. With the written consent of Director, Contractor may retain certain specified documents until the related claim(s) are submitted, paid, or denied.
- 11.9 Complete RRS for accounts already in Contractor's possession upon expiration of the Agreement unless as otherwise requested by Director.

12.0 ADDITIONAL SERVICES

From time to time, the County may require additional services similar or closely related to the services specified in this SOW.

- 12.1 Director, or designee, and Contractor shall mutually agree to additional services, protocols and/or deliverables.
- 12.2 Director, or designee, shall set fees for the additional services with the written approval of the Contractor along with any exceptions or additional terms set forth in writing in the form of a Change Notice by the Director.
- 12.3 The fully executed Change Notice thereafter will be incorporated into and shall become part of this SOW and the Agreement.

**STATEMENT OF WORK
ATTACHMENT 1**

DEPARTMENT OF HEALTH SERVICES FACILITY LOCATIONS

**DETAILED LISTING OF COUNTY FACILITIES
BY FACILITIES, ACN's, and JUVENILE FACILITIES**

HEALTH SERVICES HEADQUARTERS/ADMINISTRATION (HSA)	
FACILITY	LOCATION
Health Services Administration (HSA)	313 N. Figueroa St., Los Angeles CA 90012
Consolidated Business Office (CBO)	5555 Ferguson Sr. Commerce, CA 90022
Emergency Medical Services (EMS)	10100 Pioneer Blvd. Suite 200 Santa Fe Springs, CA 90670

DHS HOSPITALS	
FACILITY	LOCATION
Harbor/UCLA Medical Center	1000 W. Carson St. Torrance, CA 90509
Gardena High (School Based)	1301 W 182nd St, Gardena, CA 90248
Harbor-UCLA Family Health Center	1403 Lomita Blvd. Ste. 200, Harbor City, CA 90710
LAC+USC Medical Center	2051 Marengo St., Los Angeles CA 90033
Star Clinic	242 East 6th St., Los Angeles, CA 90014
Olive View-UCLA Medical Center	14445 Olive View Drive Sylmar, CA 91342
Rancho Los Amigos National Rehabilitation Center	7601 E. Imperial Highway Downey, CA 90242

AMBULATORY CARE NETWORK	
FACILITY	LOCATION
Antelope Valley Health Center	335 E. Avenue K-6, Ste B, Lancaster, CA 93535
Bellflower Health Center	10005 Flower St., Bellflower, CA 90706
Curtis Tucker Health Center	123 W. Manchester Blvd., Inglewood, CA 90301
Dollarhide Health Center	1108 North Oleander Ave., Compton, CA 90222
East Los Angeles Health Center	133 N. Sunol Dr. Ste 150, Los Angeles, CA 90063
East San Gabriel Valley Health Center	1359 N. Grand Ave., Covina, CA 91724
Edward R. Roybal Comprehensive Health Center	245 S. Fetterly Ave., Los Angeles, CA 90022
El Monte Comprehensive Health Center	10953 Ramona Blvd. Ste 221, El Monte, CA 91731
Glendale Health Center	501 N. Glendale Ave., Glendale, CA 91206
H Claude Hudson Comprehensive Health Center	2829 S. Grand Ave., Los Angeles, CA 90007

**STATEMENT OF WORK
ATTACHMENT 1**

DEPARTMENT OF HEALTH SERVICES FACILITY LOCATIONS

**DETAILED LISTING OF COUNTY FACILITIES
BY FACILITIES, ACN's, and JUVENILE FACILITIES**

AMBULATORY CARE NETWORK	
FACILITY	LOCATION
High Desert Regional HC	335 East Avenue I, Lancaster, CA 93535
Hubert H. Humphrey Comprehensive Health Center	5850 S. Main St., Ste. 1127, Los Angeles, CA 90003
La Puente Health Center	15930 Central Ave., La Puente, CA 91744
Lake Los Angeles Community Clinic	16921 E. Avenue O, Ste G, Palmdale, CA 93591
Littlerock Community Clinic	8201 Pearblossom Hwy., Littlerock, CA 93543
Long Beach Comprehensive Health Center	1333 Chestnut Ave., Long Beach, CA 90813
Martin Luther King, Jr. Outpatient Center	12021 Wilmington Ave, Los Angeles, CA 90059
Mid-Valley Comprehensive Health Center	7515 Van Nuys Blvd., Van Nuys, CA 91405
San Fernando Health Center	1212 Pico St., San Fernando, CA 91340
South Valley Health Center	38350 40th St. East, Ste 100, Palmdale, CA 93552
Torrance Health Center	711 Del Amo Blvd., Torrance, CA 90502
West Valley Health Center	20151 Nordhoff St., Chatsworth, CA 91311
Wilmington Health Center	1325 Broad Ave., Wilmington CA 90744

JUVENILE CLINICS	
Central Juvenile Hall	1605 Eastlake Ave. Los Angeles CA 90033
Los Padrinos Juvenile Hall	7285 Quill Dr, Downey, CA 90242
Barry J. Nidorf Juvenile Hall	16350 Filbert St, Sylmar, CA 91342

TECHNICAL EXHIBITS

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Attachment A - Statement of Work
FRASMA 003-RRS

**STATEMENT OF WORK
ATTACHMENT 2
EXHIBIT 2**

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Master Agreement: Sub-paragraph 8.42 - Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.42	Inspection of files	\$50 per occurrence
Master Agreement: Sub-paragraph 8.45 – Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$100 per occurrence; possible termination for default of contract
SOW: Sub-paragraph 6.1 – Periodic Meetings	Contractor's representative to attend scheduled quarterly or bimonthly meeting.	Attendance	\$50 per occurrence

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY'S PROJECT MANAGER

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY'S PROJECT MONITOR

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME _____

MASTER AGREEMENT NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S WORK ORDER PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

STATEMENT OF WORK
Attachment 5

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name _____ Agreement No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Agreement. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

STATEMENT OF WORK
Attachment 6

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name _____ Agreement No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____



INFORMATION SECURITY AND PRIVACY REQUIREMENTS

STATEMENT OF WORK ATTACHMENT 7

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

This Statement of Work (SOW) Attachment (Information Security And Privacy Requirements) is an attachment and addition to the Financial and Revenue Ancillary Services Master Agreement (the "**Agreement**") entered into by and between the County of Los Angeles ("**County**") and the **Contractor** and is incorporated into the Agreement by reference hereof. This SOW Attachment (Information Security and Privacy Requirements) sets forth information security procedures to be established by Contractor before the Effective Date of the Agreement and maintained throughout the Term of the Agreement. These procedures are in addition to the requirements of the Agreement and the Business Associate Agreement between the Parties. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personally Identifiable Information, Protected Health Information, and County Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this SOW Attachment (Information Security and Privacy Requirements) will constitute a material, non-curable breach of the Agreement by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Agreement, to immediately terminate the Agreement. Unless specifically defined in this SOW Attachment (Information Security and Privacy Requirements), capitalized terms shall have the meanings set forth in the Agreement.

1. **Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"), The Information Security Policy will be communicated to all Contractor personnel and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.
2. **Personnel and Contractor Protections.** Contractor shall screen and conduct background checks on all Contractor personnel and subcontractors contacting County Confidential Information, including Personally Identifiable Information and Protected Health Information, for potential security risks and require all employees, contractors, and subcontractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third-parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel and subcontractors with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures to ensure Contractor personnel and subcontractors promptly report actual and/or suspected breaches of security.
3. **Removable Media.** Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict physical and logical security controls to prevent transfer of Personally Identifiable Information and Protected Health information to any form of Removable Media. For purposes of this SOW Attachment (Information Security and Privacy Requirements), "Removable Media"

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means portable or removable hard disks, floppy disks, USB memory drives, zip disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture (xD)), magnetic tape, and all other removable data storage media.

4. **Storage, Transmission, and Destruction of Personally Identifiable Information and Protected Health Information.** All Personally Identifiable Information and Protected Health Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act and the California Civil Code section 1798 et seq. Without limiting the generality of the foregoing, Contractor shall encrypt (i.e., National Institute of Standards and Technology (NIST) Special Publication (SP) 800- 111 Guide to Storage Encryption Technologies for End User Devices¹) all Personally Identifiable Information and electronic Protected Health Information (stored and during transmission) in accordance with HIPAA and the HITECH Act, as implemented by the U.S. Department of Health and Human Services. If Personally Identifiable Information and Protected Health Information is no longer required to be retained by Contractor under the Agreement and applicable law, Contractor shall destroy such Personally Identifiable Information and Protected Health Information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the Personally Identifiable Information and Protected Health Information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Personally Identifiable Information and Protected Health Information consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization² and US Department of Defense (DOD) 5220.22-M data sanitization and clearing directive³ such that the Personally Identifiable Information and Protected Health Information cannot be retrieved.
5. **Data Control; Media Disposal and Servicing.** Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Protected Health Information), Personally Identifiable Information, Protected Health Information, and County Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly Approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using industry standard encryption technology in accordance with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-52 Guidelines for the Selection and use of Transport layer Security Implementations⁴; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 Guide to Storage Encryption Technologies for End User Devices⁵. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or

¹ Available at <http://www.csrc.nist.gov/>

² Available at <http://www.csrc.nist.gov/>

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³ Available at <http://www.dtlc.mll/whs/directives/corres/pdf/522022MSup1.pdf>

⁴ Available at <http://www.csrc.nist.gov/>

⁵ Available at <http://www.csrc.nist.gov/>

scrubbed from such hardware and/or media using industry best practice in accordance with NIST SP 800-88, Guidelines for Media Sanitization⁶).

6. **Hardware Return.** Upon termination or expiration of the Agreement or at any time upon County's request, Contractor will return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County Confidential Information or Personally Identifiable Information is owned by Contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Agreement or at any time upon County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST SP 800-88, Guidelines for Media Sanitization⁷).
7. **Physical and Environmental Security.** Contractor facilities that process Personally Identifiable Information, Protected Health Information, or County Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.
8. **Communications and Operational Management,** Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

⁶ Available at <http://www.csrc.nist.gov/>

⁷ Available at <http://www.csrc.nist.gov/>

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9. **Access Control.** Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:
- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
 - b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
 - c. Applications will include access control to limit user access to information and application system functions; and
 - d. All systems will be monitored, to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.
10. **Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. 164.304.
- a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
 - b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
 - c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third-party designee may, but is not obligated to perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or

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technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personally Identifiable Information, Protected Health Information, and County Confidential Information.

- d. In the event County desires to conduct an unannounced penetration test, County shall provide contemporaneous notice to Contractor's Vice President of Audit, or such equivalent position. Any of County's regulators shall have the same right upon request. Contractor shall provide all information reasonably requested by County in connection with any such audits and shall provide reasonable access and assistance to County or its regulators upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. County reserves the right to view, upon request, any original security reports that Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these reports will be sent via bonded courier to the County security contact. Contractor will notify County of any new assessments.
11. **Contractor Self Audit.** Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third-party as applicable; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date include:

- a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-Wide. A full recertification is conducted every three (3) years with surveillance audits annually.
 - (i) **External Audit** - Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
 - (ii) **Internal Audit** - Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("CQS") in support of applicable regulations, standards, and requirements.
 - (iii) **Supplier Audit** - Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.

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- (iv) **Detailed findings-** are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Contractor's website.

b. **SOC 2 Type II Report -As to the Hosting Services only:**

- (i) Audit spans a full twelve (12) months of operation and is produced annually to keep it "up-to-date".
- (ii) The resulting detailed report is available to County.

Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

12. **Security Audits.** In addition to the audits described in Section 11 (Contractor Self Audit), during the Term of this Agreement, County or its third-party designee may annually, or more frequently as agreed in writing by the Parties, request a security audit (e.g., attestation of security controls) of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the Parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third-party costs associated with the audit. It is understood that summary data of the results may be filtered to remove the specific information of other Contractor customers such as IP address, server names, etc. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

13. **Confidentiality**

- a. Except as provided in Section 13(b) (Exclusions) below, each Party agrees that all information supplied by one Party and its affiliates and agents (collectively, the "Disclosing Party") to the other ("Receiving Party") including, without limitation, (a) source code, prices, trade secrets, mask works, databases, designs and techniques, models, displays and manuals;

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(b) any unpublished information concerning research activities and plans, marketing or sales plans, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, or strategic plans, and unpublished financial information, including information concerning revenues, profits, and profit margins; (c) any information relating to County's customers, patients, business partners, or personnel; (d) Personally Identifiable Information (as defined below); and (e) Protected Health Information, as specified in Agreement's Standard Exhibit A (Business Associate Agreement), will be deemed confidential and proprietary to the Disclosing Party, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). The foregoing definition shall also include any Confidential Information provided by either Party's contractors, subcontractors, agents, or vendors. To be deemed "Confidential Information", trade secrets and mask works must be plainly and prominently marked with restrictive legends.

- b. **Exclusions.** Confidential Information will not include any information or material, or any element thereof, whether or not such information or material is Confidential Information for the purposes of this Agreement, to the extent any such information or material, or any element thereof: (a) has previously become or is generally known, unless it has become generally known through a breach of this Agreement or a similar confidentiality or non-disclosure agreement, obligation or duty; (b) was already rightfully known to the Receiving Party prior to being disclosed by or obtained from the Disclosing Party as evidenced by written records kept in the ordinary course of business or by proof of actual use by the Receiving Party, (c) has been or is hereafter rightfully received by the Receiving Party from a third-party (other than the Disclosing Party) without restriction or disclosure and without breach of a duty of confidentiality to the Disclosing Party; or (d) has been independently developed by the Receiving Party without access to Confidential Information of the Disclosing Party. It will be presumed that any Confidential Information in a Receiving Party's possession is not within exceptions (b), (c) or (d) above, and the burden will be upon the Receiving Party to prove otherwise by records and documentation.
- c. **Treatment of Confidential Information.** Each Party recognizes the importance of the other Party's Confidential Information. In particular, each Party recognizes and agrees that the Confidential Information of the other is critical to their respective businesses and that neither Party would enter into this Agreement without assurance that such information and the value thereof will be protected as provided in this Section 13 (Confidentiality) and elsewhere in this Agreement. Accordingly, each Party agrees as follows: (a) the Receiving Party will hold any and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential

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Information solely for the purposes of this Agreement. Without limiting the foregoing, the Receiving Party shall use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of this Confidential Information as the Receiving Party employs with respect to its own Confidential Information of a like importance; (b) the Receiving Party may disclose or provide access to its responsible employees, agents, and consultants, who have a need to know and may make copies of Confidential Information only to the extent reasonably necessary to carry out its obligations hereunder; and (c) the Receiving Party currently has, and in the future will maintain in effect and enforce, rules and policies to protect against access to or use or disclosure of Confidential Information other than in accordance with this Agreement, including without limitation written instruction to and agreements with employees, agents, or consultants who are bound by an obligation of confidentiality no less restrictive than set forth in this Agreement to ensure that such employees, agents, and consultants protect the confidentiality of Confidential Information, including this Section 13 (Confidentiality) and Agreement's Standard Exhibit D (Acknowledgement, Confidentiality and Assignment Agreement). The Receiving Party will require its employees, agents, and consultants not to disclose Confidential Information to third-parties, including without limitation customers, subcontractors, or consultants, without the Disclosing Party's prior written consent, will notify the Disclosing Party immediately of any unauthorized disclosure or use, and will cooperate with the Disclosing Party to protect all proprietary rights in and ownership of its Confidential Information.

- d. **Non-Exclusive Equitable Remedy.** Each Party acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow a Party or third-parties to unfairly compete with the other Party resulting in irreparable harm to such Party, and therefore, that upon any such breach or any threat thereof, each Party will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 13 (Confidentiality) shall constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of the non-breaching Party.
- e. **Compelled Disclosures.** To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over the Receiving Party, the Receiving Party may disclose Confidential Information in accordance with such law or order or requirement, subject to the following conditions: as soon as possible after

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becoming aware of such law, order, or requirement and prior to disclosing Confidential Information pursuant thereto, the Receiving Party will so notify the Disclosing Party in writing and, if possible, the Receiving Party will provide the Disclosing Party notice not less than five (5) Business Days prior to the required disclosure. The Receiving Party will use reasonable efforts not to release Confidential Information pending the outcome of any measures taken by the Disclosing Party to contest, otherwise oppose, or seek to limit such disclosure by the Receiving Party and any subsequent disclosure or use of Confidential Information that may result from such disclosure. The Receiving Party will cooperate with and provide assistance to the assistance to the Disclosing Party reading such measures. Notwithstanding any such compelled disclosure by the Receiving Party, such compelled disclosure will not otherwise affect the Receiving Party's obligations hereunder with respect to Confidential Information so disclosed.

- g. **County Data.** All of the County Confidential Information, data, records, and information of County to which Contractor has access, or otherwise provided to Contractor under this Agreement ("County Data"), shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. The data of County shall not be used by Contractor for any purpose other than as required under this Agreement, nor shall such data or any part of such data be disclosed, sold, assigned, leased, or otherwise disposed of to third-parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.
- h. **Personally Identifiable Information.** "Personally Identifiable Information" shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.")), Protected Health Information and "personally Identifiable Information" as that term is defined in California Civil Code section 1798.29 and EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.
- i. **Personally Identifiable Information.** In connection with this Agreement and performance of the services, Contractor may be provided or obtain, from County or otherwise, Personally Identifiable Information pertaining to County's current and prospective personnel, directors and officers, agents, subcontractors, investors,

STATEMENT OF WORK ATTACHMENT 7

patients, and customers and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in this Agreement and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.

- ii. **Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in this Agreement, and in particular the confidential provisions of Section 21 {County Confidential Information), during the Term of this Agreement and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable Information to any third-party, except as expressly required to perform its obligations in this Agreement or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Agreement, (b) County/s then current privacy policy (available at <https://intranet.ladhs.org/intracommon/public/DhsPolPro/polProSearchAction.cfm?unit=dhsintra&prog=dhsintra&ou=dhsintra>) , and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).
- iii. **Retention of Personally Identifiable Information.** Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Agreement. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Agreement, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.
- i. **Return of Confidential Information.** On County's written request or upon expiration or termination of this Agreement for any reason, Contractor will promptly: (a) return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Agreement; and (c) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether

STATEMENT OF WORK

ATTACHMENT 7

in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 13 (a), and provide a notarized written statement to County certifying that all documents and materials referred to in Subsections 13 (a) and (b) have been delivered to County or destroyed, as requested by County. On termination or expiration of this Agreement, County shall return or destroy all Contractor Confidential Information (excluding items licensed to County hereunder or that are required for use of the Deliverables and/or the Licensed Software), at Contractor's option.

VENDOR'S MINIMUM REQUIREMENTS AFFIDAVIT

Please complete, date and sign this form. The person signing the form must be authorized to sign on behalf of the Vendor and to bind the applicant in an Agreement.

Vendor must acknowledge and certify that they meet the following Minimum Requirements listed in this Request For Services Section 4.0 – Minimum Requirements:

Check the appropriate boxes:

Category Qualifications (All Vendors must answer these questions.)

1. ☐ **Yes** ☐ **No** Pursuant to RFS Section 4.1, Vendor must have a current status as a FRASMA Contractor, which means the Vendor must have a current FRASMA with the County.

Or
2. ☐ **Yes** ☐ **No** Pursuant to RFS Section 4.2, Vendor must submit a response to this RFS and must also concurrently submit a response to DHS' RFQ for FRASMA by the Response Due date and time in RFS Section 1.0 - Request for Services Timeline. The RFQ can be found at: <http://cg.dhs.lacounty.gov/>.
3. ☐ **Yes** ☐ **No** Pursuant to RFS Section 4.3, in addition to meeting the minimum requirements in RFS Section 4.1 or 4.2, Vendor must also meet all of the following minimum requirements:
 - A. Submit a response to the RFS by the Response Due date and time in RFS Section 1.0 - Request for Services Timeline.
 - B. Have three (3) years of experience, within the last five (5) years providing revenue recovery billing services for a public hospital system.
 - C. Provide two (2) references on Attachment D – Project References for which Vendor has or is currently performing Revenue Recovery Services.
 - D. Vendor cannot be a current primary, or secondary third party revenue recovery services contractor with Los Angeles County Department of Health Services.
 - E. Vendor must have the capacity to receive, transfer and share data between health providers utilizing Health Level 7 (HL7) interface.
 - F. Vendor must have the capacity to process a minimum of 20,000 revenue recovery accounts annually.
 - G. **(This requirement only applies to Vendors that have had a County contract reviewed by the Department of the Auditor-Controller within the last 10 years).** Vendor does not have unresolved questioned costs identified by the Department of the Auditor-Controller, in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County Department, and

**REQUEST FOR SERVICES
ATTACHMENT B**

remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

Vendor further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this Response to the RFS are made, the Response may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Vendor's Name		
Address		

E-mail address:	Telephone number:	Fax number:
	- -	- -

On behalf of _____ (Vendor's name), I
_____ (Name of Vendor's authorized representative), certify that the
information contained in this Vendor's Organization Questionnaire/Affidavit is true and correct to the best
of my information and belief.

Signature of Authorized Representative

Title		CA Secretary of State Entity Number
Date	IRS Employer Identification Number	County WebVen Number

**REQUEST FOR SERVICES
ATTACHMENT C**

VENDOR'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Vendor shall provide information about its encryption practices by completing this Attachment. By submitting this Attachment, Vendor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

COMPLIANCE QUESTIONS	DOCUMENTATION AVAILABLE			
	YES	NO	YES	NO
1.) Will County data stored on your workstations(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.) Will County data stored on your laptop(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.) Will County data stored on removable media be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.) Will County data be encrypted when transmitted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.) Will Vendor maintain a copy of any validation or attestation reports generated by its encryption tools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.) Will County data be stored on remote servers*? <i>*Cloud storage, Software-as-a-Service or SaaS</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Vendor Name

Vendor Official's Title

Official's Signature

Attachment C- Vendor's Compliance with Encryption Requirements
FRASMA 003-RRS

**REQUEST FOR SERVICES
ATTACHMENT D**

PROJECT REFERENCE

Vendor's Name:

List two (2) References that can speak on their experience working with your firm/company.

1. Name of Firm:	Address of Firm:	Contact Person:
Telephone #: - -	E-mail Address:	Specific Date of Contract – From - To - - - - -
Name or Contract No.	Type of Service:	Annual Dollar Amount: \$
2. Name of Firm:	Address of Firm:	Contact Person:
Telephone #: - -	E-mail Address:	Specific Date of Contract – From - To - - - - -
Name or Contract No.	Type of Service:	Annual Dollar Amount: \$
3. Name of Firm:	Address of Firm:	Contact Person:
Telephone #: - -	E-mail Address:	Specific Date of Contract – From - To - - - - -
Name or Contract No.	Type of Service:	Annual Dollar Amount: \$

PRICE SHEET

FOR

REVENUE RECOVERY SERVICES

Vendor shall be reimbursed on a percentage contingency fee basis for Revenue Recovery Services (RRS), of incremental payments collected, less proceeds already recovered through third-party payers, including any interest and/or penalties (e.g., Medicare, Insurance, etc.), in compliance with Attachment A, Statement Of Work, Paragraph 2.0, SERVICES TO BE PROVIDED and Paragraph 10.0, PROVISION OF PAYMENT.

Vendor proposes to be reimbursed the following percentage contingency fee by RRS:

Contingency Fee

Revenue Recovery Services Fee for:

- 2.1, Advocacy Accounts;
- 2.3, Recovery of Medi-Cal and Medicare; _____%
- 2.4, Health Care Plan Billing Services;
- 2.5, Commercial Insurance Billing Services; and
- 2.6, Billing and Recovery services for other government payers

- 2.7, Medicare Disproportionate Share Recovery Services* _____%

*Medicare Disproportionate Share Recovery Services, shall be based on a contingent fee and shall be negotiated by the Director and the Contractor but shall not, over the term of Agreement, be greater than twelve percent (12% or 0.12).

**REQUEST FOR SERVICES
ATTACHMENT F**

REQUEST FOR PREFERENCE PROGRAM CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the Work Order Bid. Businesses may request consideration for only one of the preference programs listed below.

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS WORK ORDER BID BE CONSIDERED FOR THE PREFERENCE PROGRAM SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

☐ **Request for Local Small Business Enterprise (LSBE) Program Preference**

- ☐ A business which meets the eligibility requirements of a small business as defined by the Small Business Administration and which is registered as a small business on the Federal System for Award Management (SAM) data base; **and**
- ☐ Certified as a LSBE by the DCBA.

☐ **Request for Social Enterprise (SE) Program Preference**

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

☐ **Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under to DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; **and**
- ☐ Certified as a DVBE by the DCBA.

BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

- ☐ **A copy of the DCBA certification is attached.**

Name of Firm		County Webven No.	
Print Name:		Title:	
Signature:		Date:	
Reviewer's Signature	Approved	Disapproved	Date

**REQUEST FOR SERVICES
ATTACHMENT G**

TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

Vendor requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

Vendor Name:	Date of Request:
Solicitation Title:	Solicitation No.:

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Review Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

For each area contested, Vendor must explain in detail the factual reasons for the requested review. *(Attach supporting documentation.)*

Request submitted by:

*(Name)**(Title)*

<i>For County use only</i>
<div style="margin-bottom: 10px;">Date Transmittal Received by County: _____ Date Solicitation Released: _____</div> <div>Reviewed by: _____</div>

SAMPLE WORK ORDER

WORK ORDER NO. _____

FINANCIAL REVENUE AND ANCILLARY SERVICES MASTER AGREEMENT

Work Order No. _____

Project Title: _____

County Project Director: Virginia Perez

Work Order Contractor: (NAME OF VENDOR)

FRASMA No. H-TBD

I. RECITALS

WHEREAS, on TBD, the County of Los Angeles (County) and Name of Vendor (Contractor) entered into a Financial and Revenue Ancillary Services Master Agreement (FRASMA), further identified as County Master Agreement No. H-TBD (hereafter "Master Agreement"); and

WHEREAS, on TBD, the Contractor submitted the top-ranked response to FRASMA, Request for Services Solicitation No. _____ and agreed to provide Revenue Recovery Services (RRS) for the Department of Health Services (DHS) on an as-needed basis for the Term of Work Order No. _____ (hereinafter, "Work Order"); and

WHEREAS, all terms of the Master Agreement shall remain in full force and effect; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

II. WORK

Contractor shall satisfactorily perform all services detailed in Exhibit A - Statement of Work attached hereto, for facilities listed on Statement of Work Attachment 1, Department of Health Services Facility Locations, in compliance with the terms and conditions of Contractor's Master Agreement.

SAMPLE WORK ORDER

III. TERM

The term of this Work Order shall become effective **TBD** (here after referred to as "Effective Date"), and remain in full force and effect through **TBD**, unless sooner terminated or extended, upon execution by the parties identified on the signature block.

IV. PAYMENT

Please see Exhibit B – Fee Schedule.

V. SERVICES

Contractor's signature on this Work Order document confirms Contractor's agreement with all provisions of the Master Agreement and Work Order and that Contractor shall not be entitled to any compensation whatsoever for any service or other work that is not specified in this Work Order, and/or goes beyond the expiration date of this Work Order, except as provided in Paragraph 5.3 of the Master Agreement, Contractor's Close-Out Obligations.

ALL TERMS OF MASTER AGREEMENT **NO. H-TBD** SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERM OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT, REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

<u>NAME OF CONTRACTOR</u>		<u>County of Los Angeles</u>
Contractor		
By: _____	By: _____	
Name: _____	Name: <u>Julio C. Alvarado</u>	
Title: _____	Title: <u>Director, Contracts and Grants</u>	
Date: _____	Date: _____	

SAMPLE WORK ORDER

**STATEMENT OF WORK
EXHIBIT A**

(Statement of Work from RFS is incorporated here in the executed Work Order.)

SAMPLE WORK ORDER

FEE SCHEDULE
EXHIBIT B

(insert applicable Fee/Price Schedule)